

Regular Meeting #40 - 2025
Fairfield County Commissioners' Office
October 7, 2025

Review Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Fix called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis and David Levacy. Also present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk, Rochelle Menningen; Information and Communications Coordinator, Bennett Niceswanger; IT Director, Dan Neeley; JFS Director, Corey Clark; EMA and Facilities Director, Jon Kochis; Economic and Workforce Development Director, Rick Szabrak; Assistant Prosecuting Attorney, Amy Brown-Thompson; Auditor, Dr. Carri Brown; Recorder, Lisa McKenzie; JFS Deputy Director, Heather O'Keefe; Utilities Director, Tony Vogel; FCFC Manager, Tiffany Wilson; Clerk of Courts, Branden Meyer; Soil and Water Manager, Nikki Drake; Sheriff's Deputies, Kevin Romine and Tarik Glasser; and Interim RPC Director, Holly Mattei. Also in attendance: Robert Boster, Jo Price and Bruce Price.

Virtual attendees: Shelby Hunt, Alisha Hoffman, Deborah, Jennifer Morgan, Joe Ebel, Ashley Arter, Lori Hawk, Greg Forquer, Steven Darnell, Jessica Murphy, Lisa, Anthony Iachini, Lori Lovas, Andrew Hinton, Shannon Ward, Lynette Barnhart, Vince Carpico, Jeff Barron, Jimmie Gordon, Abby King, Marcy Fields, Toni Ashton, Justin Messinger, Alex Lape, Audra Wolfe, and Jason Grubb.

Welcome

Commissioner Fix opened the meeting by welcoming everyone in attendance.

Recorder, Preservation Fee

Recorder McKenzie spoke about document imaging of her office's records and explained that they will be available in electronic format on the website. This method will also allow her office to preserve the older and more fragile books to ensure the record is maintained long after the lifespan of the paper copy.

Public Comments

Robert Boster stated that state laws should not be more powerful than the US constitution.

Legal Update

There was no legal update.

County Administration Update

- *The County Administration Update was provided by County Administrator, Aundrea Cordle, unless otherwise indicated.*

Week in Review

Commissioner Davis received the 2025 Leadership in Mobility Award

Last week, Commissioner Steve Davis received the 2025 Leadership in Mobility Award at the MORPC Annual Summit on Sustainability. Each year, MORPC honors individuals and organizations that show exceptional leadership and a strong commitment to sustainability, planning, and innovative practices. Commissioner Davis was recognized for his pivotal role in enhancing transportation—most notably, for his leadership in

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transforming transit from a city-based service to a county-wide system. We congratulate Commissioner Davis on the opportunities transit brings to Fairfield County residents and on being the recipient of the MORPC 2025 Leadership in Mobility Award.

The 175th Fairfield County Fair

The 175th Fairfield County Fair opened this past Sunday, October 5th. The grand opening was at 4:00 p.m.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 35 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- A resolution from Economic and Workforce Development to authorize the development agreement between Fairfield County, the Village of Millersport, Karis Critical CMH, LLC, and the Vantage Data Centers Management Company.

Sean Byrne, Scott Owens, and John Jarman with the Vantage Data Center project in Millersport stated that they are in the final stages before construction of their facility can begin. They offered their immense appreciation for the assistance of all the county agencies throughout the process. They company will generate power at their facility to minimize the impact to the power grid. They also plan to undertake a water/wastewater upgrade with the village which will also benefit the community.

Commissioner Davis asked how this data center is different from others in its consumption of water.

The representatives explained that the data center will use a closed loop system which reuses the water. A natural gas power plant will also sit next to the facility and generate power behind the meter.

Rick Szabrak stated that this has been a huge project and there is potential for growth. The village of Millersport has been very helpful throughout the process and is eager to see the benefits the new center will bring to residents.

- A resolution from the Engineer's Office to approve a road usage agreement between Fairfield County and the Will-Power Pipeline, LLC. Will-Power Pipeline will travel county and township roads with oversized and overweight vehicles to connect existing pipeline in the county to a generation facility in New Albany. Under this Road Usage Agreement, Will-Power will be bonded to cover any possible destruction of county and township property.
- A resolution from the Engineer's Office to approve a change order for the 2025 Micro surfacing Project. The change order is for \$353.77 and will reflect actual quantities used during construction.

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- A resolution from the Fairfield County Juvenile Court to contract with Connexion West to facilitate the co-location of Diversion and Resource Center staff and programming.
- A resolution from the Fairfield County Recorder to authorize a five year renewal with Fidlar Technologies for computer system and software license.
- A resolution from Utilities to abandon water and sewer service rights in an area outside of the City of Lancaster.

Tony Vogel explained that his office analyzed the area and its utilities and determined that it would be better served by the City of Lancaster.

Commissioner Fix explained that the county wishes to pursue the best solution for the residents, and this includes shifting service to another entity.

- A resolution from the Lancaster -Fairfield Community Action Agency to revise their fourth quarter recycling contract budget.

Budget Review

Budget Director, Bart Hampson, had nothing to report.

Calendar Review/Invitations Received

Informational Items

- Regional Planning Commission Meeting, October 7, 2025, 6:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
- Veterans Hall of Fame Meeting, October 8, 2025, 11:00 a.m., Commissioner Levacy's Office
- Fairfield County Fair Livestock Auctions, October 9, 2025, 5:00 p.m. and October 10, 2025, 10:00 a.m., Fairfield County Fair, 157 E. Fair Ave., Lancaster
- CCAO/CEAO Central Region Meeting, October 10, 2025, 9:00 a.m. NEWARK, 14 N. Park Pl., Newark
- Violet Township Fire Department Open House Event, October 12, 2025, 1:00-3:00 p.m., 8700 Refugee Rd., Pickerington
- MCJDC Holiday Open House, December 17, 2025, 10:30 a.m.-12:30 p.m., MCJDC, 923 Liberty Dr., Lancaster
- CCAO/CEAO 145th Annual Winter Conference, December 3-5, 2025, Hilton Columbus Downtown, 402 N. High St., Columbus

Correspondence

- Press Release, Fairfield County Commissioners' Office, September 30, 2025, "Fairfield County Names New Center for Commissioner Dave Levacy"
- AEP Ohio, September 22, 2025, Subject: Conesville-Bixby 345-kV Transmission Line Rebuild Project Announcement Letter
- Cirba Solutions Battery Management & Materials, September 25, 2025, Re: Notice of Temporary Authorization Request Associated with RCRA Permit Renewal Application, Cirba Solutions US, Inc., Lancaster, Ohio, OHD071654958

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- Correspondence from 4-H Participants Re: Fairfield County Fair Livestock Auctions, October 9, 2025, 5:00 p.m., and October 10, 2025, 10:00 a.m.

Updates from Elected Officials and Department Heads

Nikki Drake with Soil and Water was pleased to report that their audit had concluded and they performed exceptionally.

Tiffany Wilson reminded attendees of the upcoming annual meeting of the Family and Children First Council at Alley Park.

Recorder McKenzie spoke on attending the Fairfield County Fair which she believes gets better every year.

Branden Meyer attended an event for his father, Lance Meyer, who will be inducted into the Ohio Veterans Hall of Fame in November.

Auditor Brown stated that the governor's committee for property tax relief has released its' summary. She also spoke about the map of the month which features the Fairfield County fairgrounds.

Rick Szabrak reported that 114 students from around Fairfield County have signed up to take classes at the Workforce Center.

Commissioner Fix asked if any progress has been made in offering CDL training at the Workforce Center.

Rick explained there has been some interest shown by at least two separate entities to offer CDL training and they continue to investigate what the training will look like.

Jon Kochis was pleased with the completion of the new Levacy Center and was glad it could be completed in time for the State of the County Address.

Commissioner Fix asked IT Director Dan Neeley what the deadline was for employees to complete the cybersecurity training.

Dan Neeley stated that employees had until the end of October to complete the training.

Corey Clark appreciated the work that has already been done to the Government Services Building.

Jeff Porter mentioned the employee benefits fair on Thursday and encouraged employees to attend to learn more about their benefits from the providers.

Old Business

Commissioner Fix recalled the State of the County Address the week before at the newly completed Levacy Center.

Commissioner Davis will attend a meeting with United Way later in the evening.

Commissioner Levacy was very touched by the naming of the Levacy Center.

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New Business

Commissioner Levacy stated that the Veterans Hall of Fame was working towards finalizing the details of the induction ceremony on November 13th.

Regular (Voting) Meeting

The Commissioners continued to the Regular/Voting portion of the meeting, and the following Commissioners were present: Jeff Fix and David Levacy. Also present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk, Rochelle Menningen; Information and Communications Coordinator, Bennett Niceswanger; IT Director, Dan Neeley; JFS Director, Corey Clark; EMA and Facilities Director, Jon Kochis; Economic and Workforce Development Director, Rick Szabrak; Assistant Prosecuting Attorney, Amy Brown-Thompson; Auditor, Dr. Carri Brown; Recorder, Lisa McKenzie; JFS Deputy Director, Heather O'Keefe; Utilities Director, Tony Vogel; FCFC Manager, Tiffany Wilson; Clerk of Courts, Branden Meyer; Soil and Water Manager, Nikki Drake; Sheriff's Deputies, Kevin Romine and Tarik Glasser; and Interim RPC Director, Holly Mattei. Also in attendance: Jo Price and Bruce Price.

Virtual attendees: Shelby Hunt, Deborah, Jennifer Morgan, Joe Ebel, Ashley Arter, Lori Hawk, Greg Forquer, Steven Darnell, Jessica Murphy, Lisa, Anthony Iachini, Lori Lovas, Andrew Hinton, Shannon Ward, Lynette Barnhart, Vince Carpico, Alex Lape, and Jason Grubb.

Pledge of Allegiance

Commissioner Fix asked everyone to rise as able and lead the Pledge of Allegiance.

Announcements

None.

Approval of Minutes for September 30, 2025

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, September 30, 2025, meeting.

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis and Jeff Fix

Approval of State of the County Minutes for September 30, 2025

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the State of the County Minutes for the Tuesday, September 30, 2025, meeting.

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis and Jeff Fix

Approval of Resolutions from the Fairfield County Board of Commissioners

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions:

- | | |
|--------------|---|
| 2025-10.07.a | A resolution authorizing a fund to fund transfer to the Fairfield County Family Children First Council for Multi-Youth Committee, 4th payment for the 2025 Allocation |
|--------------|---|

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- 2025-10.07.b A resolution authorizing a fund to fund transfer for Fairfield County Job and Family Services (JFS) 4th quarter 2025 Allocation.
- 2025-10.07.c A resolution authorizing a fund to fund transfer for the 4th Quarter 2025 Allocation for the Multi County Juvenile Detention Center (MCJDC).

Roll call vote of the motion resulted as follows:
Voting aye thereon: David Levacy, Steve Davis and Jeff Fix

Approval of a Resolution from the Fairfield County Auditor - Finance

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Auditor - Finance:

- 2025-10.07.d A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –1001 – General Fund – Auditor

Auditor Brown stated that the resolution accommodates personnel changes.

Roll call vote of the motion resulted as follows:
Voting aye thereon: David Levacy, Steve Davis and Jeff Fix

Approval of Resolutions from the Fairfield County Auditor – Real Estate

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Auditor – Real Estate:

- 2025-10.07.e A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Auditor / REA; Fund # 2022, Real Estate
- 2025-10.07.f A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – 2022, Real Estate

Roll call vote of the motion resulted as follows:
Voting aye thereon: David Levacy, Steve Davis and Jeff Fix

Approval of a Resolution from the Fairfield County Board of Elections

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Board of Elections:

- 2025-10.07.g A Resolution to Approve Additional Appropriations by Appropriating from Unappropriated into a Major Expense Object Category – Fund 2588, Voter Registration

Roll call vote of the motion resulted as follows:
Voting aye thereon: David Levacy, Steve Davis and Jeff Fix

Approval of a Resolution from the Fairfield County Dog Shelter

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Dog Shelter:

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2025-10.07.h A resolution to appropriate from unappropriated funds in a major expenditure object category, fund to fund transfer to the General Fund, and Closing out Fund# 2888 Maddie's Fund for Dog Shelter.

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis and Jeff Fix

Approval of a Resolution from the Fairfield County Domestic Relations Court

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Domestic Relations Court:

2025-10.07.i A resolution authorizing an account to account transfer for the adjustment of Personal Services and Materials and Supplies.

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis and Jeff Fix

Approval of a Resolution from Fairfield County Economic & Workforce Development

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Fairfield County Economic & Workforce Development:

2025-10.07.j A Resolution authorizing the execution and delivery of a development agreement between the County, the Village of Millersport, Karis Critical CMH, LLC, and Vantage Data Centers Management Company; and approving related materials

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis and Jeff Fix

Approval of Resolutions from the Fairfield County Emergency Management Agency

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Emergency Management Agency:

2025-10.07.k A resolution authorizing the approval of repayment of an advance to the General Fund from EMA 2890 (8349) FY22 Year 3 Hazardous Materials Emergency Planning Grant.

2025-10.07.l A resolution authorizing the closing of an inactive special revenue fund: 2092 Citizen Corp, 2722 Citizen Corps, 2723 Homeland Security 08, 2724 Citizen Corp 10, 2735 Homeland Security 11, 2738 Medical Reserve Corps 09, 2763 Siren Special Project, 2866 CESF Program and 3763 Special Projects Fund

2025-10.07.m A resolution to request for appropriations for receipts for EMA fund 2093 Special Operations Team Fund

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis and Jeff Fix

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Approval of Resolutions from the Fairfield County Engineer

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Engineer:

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|--------------|---|
| 2025-10.07.n | A resolution to approve a reimbursement for share of costs for Monthly Postage paid to Fairfield County Commissioners as a memo expenditure for fund County Engineer 2024-Motor Vehicle |
| 2025-10.07.o | A resolution to approve a Road Usage Agreement between Fairfield County and Will-Power Pipeline LLC. |
| 2025-10.07.p | A resolution to approve a Change Order for the 2025 Micro surfacing Project. |

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis and Jeff Fix

Approval of Resolution from Fairfield County Job and Family Services

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from Fairfield County Job and Family Services:

- | | |
|--------------|--|
| 2025-10.07.q | A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Service |
| 2025-10.07.r | A resolution to approve a memo receipt and memo expenditure for Fairfield County Job & Family Services' Children Services Fund and Protective Service Levy Fund, respectively. |
| 2025-10.07.s | A resolution to approve a memo receipt and memo expenditure for Fairfield County Job & Family Services' Children Services Fund and Protective Service Levy Fund, respectively. |
| 2025-10.07.t | A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund |
| 2025-10.07.u | A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund |
| 2025-10.07.v | A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund |
| 2025-10.07.w | A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund |
| 2025-10.07.x | A resolution to appropriate from unappropriated into a major expense object category – Fund # 2072 – Protective Services - Fairfield County JFS |

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2025-10.07.y A resolution authorizing the approval of a cooperative agreement for the Treatment Foster Home Pilot by and between Fairfield County Job & Family Services, Protective Services Division and South Central Job and Family Services.

2025-10.07.z A Resolution of an Agreement between the Public Children Services Association of Ohio and Fairfield County Job & Family Services, Fairfield County Protective Services Division

Roll call vote of the motion resulted as follows:
Voting aye thereon: David Levacy, Steve Davis and Jeff Fix

Approval of a Resolution from the Fairfield County Juvenile & Probate Court

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Juvenile & Probate Court:

2025-10.07.aa A Resolution to Approve the Fairfield County Juvenile Court's Lease with Connexion West

Roll call vote of the motion resulted as follows:
Voting aye thereon: David Levacy, Steve Davis and Jeff Fix

Approval of a Resolution from the Fairfield County Meals on Wheels/Older Adult Agency

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Meals on Wheels/Older Adult Agency:

2025-10.07.bb A resolution to appropriate from unappropriated funds in a major expenditure object categories for Meals on Wheels-OAAFC, Inc. Fund# 2617

Roll call vote of the motion resulted as follows:
Voting aye thereon: David Levacy, Steve Davis and Jeff Fix

Approval of a Resolution from the Fairfield County Recorder

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Recorder:

2025-10.07.cc Resolution authorizing the renewal of the 5 A year Land Records LifeCycle Extension with Fidlar Technologies

Upon seconding the motion, Commissioner Steve Davis left the room momentarily.

Roll call vote of the motion resulted as follows:
Voting aye thereon: David Levacy and Jeff Fix

After the conclusion of the vote, Commissioner Steve Davis reentered the room.

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Approval of Resolutions from the Fairfield County Sheriff

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Sheriff:

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|---------------|--|
| 2025-10.07.dd | A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –23100101, General Fund |
| 2025-10.07.ee | A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2027, Weights |

Roll call vote of the motion resulted as follows:
Voting aye thereon: David Levacy, Steve Davis and Jeff Fix

Approval of a Resolution from the South Central Major Crimes Unit

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the South Central Major Crimes Unit:

- | | |
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| 2025-10.07.ff | A resolution authorizing the approval of a partial repayment of an advance to the General Fund from MCU 7911 Violent Crimes Reduction Grant. |
|---------------|--|

Roll call vote of the motion resulted as follows:
Voting aye thereon: David Levacy, Steve Davis and Jeff Fix

Approval of a Resolution from Fairfield County Utilities

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Fairfield County Utilities:

- | | |
|---------------|--|
| 2025-10.07.gg | A Resolution Abandoning in Part, and Preserving in Part, Water and Sewer Service Rights in Area Outside of the City of Lancaster |
|---------------|--|

Tony Vogel explained that the area referenced in the resolution is near Walmart in Lancaster.

Roll call vote of the motion resulted as follows:
Voting aye thereon: David Levacy, Steve Davis and Jeff Fix

Approval of a Resolution from the Lancaster-Fairfield Community Action Agency

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Lancaster-Fairfield Community Action Agency:

- | | |
|---------------|--|
| 2025-10.07.hh | A resolution to approve the CFLP Solid Waste District Recycling Services Contract Fourth Quarter 2025 Budget Revision Request. |
|---------------|--|

Roll call vote of the motion resulted as follows:
Voting aye thereon: David Levacy, Steve Davis and Jeff Fix

Approval of the Payment of Bills

On the motion of David Levacy and the second of Steve Davis, the Fairfield County Board of Commissioners voted to approve the following resolution for the Payment of Bills:

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2025-10.07.ii A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

Roll call vote of the motion resulted as follows:
Voting aye thereon: David Levacy, Steve Davis and Jeff Fix

Adjournment

With no further business, on the motion of David Levacy, and the second of Steve Davis, the Board of Commissioners voted to adjourn at 10:03 a.m.

Roll call vote of the motion resulted as follows:
Voting aye thereon: David Levacy, Steve Davis and Jeff Fix

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, October 7, 2025, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.

Motion by: David Levacy Seconded by: Steve Davis
To approve the October 7th, 2025, minutes by the following vote:

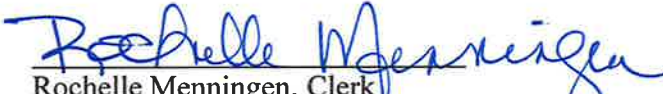
YEAS: David Levacy, Steve Davis, and Jeff Fix NAYS: None
ABSTENTIONS: None

*Approved on October 14, 2025


Jeff Fix
Commissioner


Steve Davis
Commissioner


David Levacy
Commissioner


Rochelle Menningen, Clerk

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REVIEW AGENDA

BOARD OF COMMISSIONERS

Commissioners:

Steven A. Davis
Jeffrey M. Fix
David L. Levacy

County Administrator

Aundrea N. Cordle

Deputy County Administrator

Jeffrey D. Porter

Clerk

Rochelle Menningen

Tuesday, October 7, 2025

9:00 a.m.

1. Review

Purpose of Review Meeting: *To prepare for formal actions of county business, such as Commission resolutions; and to provide time for county leadership to connect about matters of county business.*

2. Welcome**3. Recorder, Preservation Fee****4. Public Comments**

Purpose of Public Comments: *This is a time for voters and taxpayers (members of the public) to provide comments. There is a time limit of 3 minutes. While this is a time for comments to be provided, it is not a time for questions and answers. The Commission has a full agenda of county business.*

5. Legal Update**6. County Administration Update**

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Calendar Review/ Invitations Received
 - i. Regional Planning Commission Meeting, October 7, 2025, 6:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
 - ii. Veterans Hall of Fame Meeting, October 8, 2025, 11:00 a.m., Commissioner Levacy's Office
 - iii. Fairfield County Fair Livestock Auctions, October 9, 2025, 5:00 p.m. and October 10, 2025, 10:00 a.m., Fairfield County Fair, 157 E. Fair Ave., Lancaster
 - iv. CCAO/CEAO Central Region Meeting, October 10, 2025, 9:00 a.m. NEWARK, 14 N. Park Pl., Newark
 - v. Violet Township Fire Department Open House Event, October 12, 2025, 1:00-3:00 p.m., 8700 Refugee Rd., Pickerington
 - vi. MCJDC Holiday Open House, December 17, 2025, 10:30 a.m.-12:30 p.m., MCJDC, 923 Liberty Dr., Lancaster
 - vii. CCAO/CEAO 145th Annual Winter Conference, December 3-5, 2025, Hilton Columbus Downtown, 402 N. High St., Columbus

S E R V E • C O N N E C T • P R O T E C T



REVIEW AGENDA

BOARD OF COMMISSIONERS

Commissioners:

Steven A. Davis
Jeffrey M. Fix
David L. Levacy

County Administrator

Aundrea N. Cordle

Deputy County Administrator

Jeffrey D. Porter

Clerk

Rochelle Menningen

e. Correspondence

- i. Press Release, Fairfield County Commissioners' Office, September 30, 2025, "Fairfield County Names New Center for Commissioner Dave Levacy"
- ii. AEP Ohio, September 22, 2025, Subject: Conesville-Bixby 345-kV Transmission Line Rebuild Project Announcement Letter
- iii. Cirba Solutions Battery Management & Materials, September 25, 2025, Re: Notice of Temporary Authorization Request Associated with RCRA Permit Renewal Application, Cirba Solutions US, Inc., Lancaster, Ohio, OHD071654958
- iv. Correspondence from 4-H Participants Re: Fairfield County Fair Livestock Auctions, October 9, 2025, 5:00 p.m., and October 10, 2025, 10:00 a.m.

7. Updates from Elected Officials and Department Heads**8. Old Business****9. New Business****10. Regular (Voting) Meeting****11. Adjourn****12. Budget Hearing, Veterans Services, 11:00 a.m.****13. Budget Hearing, Soil & Water Conservation District, 11:15 a.m.****14. Budget Hearing, IT, 11:30 a.m.****15. Budget Hearing, Sheriff, 1:00 p.m.****16. Budget Hearing, Prosecutor, 1:15 p.m.****17. Budget Hearing, Coroner, 1:30 p.m.****18. Budget Hearing, Dog Shelter, 1:45 p.m.**

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REVIEW AGENDA

BOARD OF COMMISSIONERS

Commissioners:

Steven A. Davis

Jeffrey M. Fix

David L. Levacy

County Administrator

Aundrea N. Cordle

Deputy County Administrator

Jeffrey D. Porter

Clerk

Rochelle Menningen

19. Budget Hearing, HR, 2:00 p.m.

**20. Revolving Loan Fund Committee Meeting, Fairfield County,
Records Center, 138 W. Chestnut St., Lancaster, 2:00 p.m.**

21. Budget Hearing, Utilities, 2:15 p.m.

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Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1, 2, 3, 2025 – American Rescue Plan Fiscal Recovery Funds, as of 9.30.2025.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,606,902.00 has been appropriated, \$30,301,585.08 expended, \$191,112.88 encumbered or obligated.

Project/Category		As of 9/30/25 Appropriations	As of 9/30/25 Expenditure	As of 9/30/25 Obligation
Public Health				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R16b	Public Health, COVID Medial Costs County Benefits Program	399,949.66	399,949.66	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	66,362.57	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,426,059.58	3,424,899.58	1,160.00
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	54,250.98	54,250.98	0.00
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00
R18b	Public Health, Creation of a Community Health Assessment (CHA)	48,943.10	48,943.10	0.00
R19a	Public Safety Payroll Support	1,545,884.42	1,545,884.42	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	275,236.47	275,236.47	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
Subtotal Public Health		6,349,882.21	6,348,722.21	1,160.00
Negative Economic Impacts				
R210a	Emergency Assistance for Non-Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non-Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R210d	Habitat for Humanity	610,000.00	610,000.00	0.00

Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1, 2, 3, 2025 – American Rescue Plan Fiscal Recovery Funds, as of 9.30.2025.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds.

\$30,606,902.00 has been appropriated, \$30,301,585.08 expended, \$191,112.88 encumbered or obligated.

Project/Category		As of 9/30/25 Appropriations	As of 9/30/25 Expenditure	As of 9/30/25 Obligation
R210e	ADAMH/LSS Housing Projects	3,000,000.00	3,000,000.00	0.00
R210f	Harcum House	100,000.00	100,000.00	0.00
R210g	Fairhope Hospice	100,000.00	100,000.00	0.00
R210h	Housing Project	700,000.00	700,000.00	0.00
R210i	Lancaster Festival	100,000.00	100,000.00	0.00
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	18,278.01	18,278.01	0.00
R29a	Emergency Assistance Business Planning	146,829.87	146,829.87	0.00
R213a	Support for Agriculture and the Growing Community	35,000.00	35,000.00	0.00
R213b	Technical Assistance for Townships & Others	399,354.84	399,354.84	0.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	96,700.00	96,700.00	0.00
Subtotal Negative Economic Impacts		6,426,158.72	6,426,158.72	0.00
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
Subtotal Services Disproportionately Impacted Communities		39,554.00	39,554.00	0.00
Premium Pay				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
Subtotal Premium Pay		27,907.72	27,907.72	0.00

Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1, 2, 3, 2025 – American Rescue Plan Fiscal Recovery Funds, as of 9.30.2025.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,606,902.00 has been appropriated, \$30,301,585.08 expended, \$191,112.88 encumbered or obligated.

Project/Category		As of 9/30/25 Appropriations	As of 9/30/25 Expenditure	As of 9/30/25 Obligation
Infrastructure				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	550,210.54	550,210.54	0.00
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	750,000.00	0.00
R52c	Clean Water: Centralized Collection and Conveyance, Regional Lift Station	2,761,835.85	2,761,835.85	0.00
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	800,318.61	800,318.61	0.00
R511b	Drinking Water: Transmission/Distribution, Airport	100,805.00	100,805.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	221,535.69	221,535.69	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	613,000.00	0.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	834,000.00	780,162.36	53,837.64
R516a	Broadband, "Last Mile" Projects	0.00	0.00	0.00
Subtotal Infrastructure		7,171,600.69	7,117,763.05	53,837.64
Revenue Loss				
R61a	SaaS and Technological Equipment	369,959.32	369,959.32	0.00
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	375,000.00	0.00
R61d	MARCS Tower Project	566,210.00	566,210.00	0.00

Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1, 2, 3, 2025 – American Rescue Plan Fiscal Recovery Funds, as of 9.30.2025.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,606,902.00 has been appropriated, \$30,301,585.08 expended, \$191,112.88 encumbered or obligated.

Project/Category		As of 9/30/25 Appropriations	As of 9/30/25 Expenditure	As of 9/30/25 Obligation
R61e	Dispatch Consoles	543,820.85	543,820.85	0.00
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,344,528.02	3,225,277.92	119,250.10
R61h	Community School Attendance Program	501,137.00	501,137.00	0.00
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	197,657.97	197,657.97	0.00
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00
R61l	Auditor Historical Records Scanning	0.00	0.00	0.00
R61m	Engineer's Radios	80,000.00	80,000.00	0.00
R61n	Auditor Printers	4,357.66	4,357.66	0.00
R61o	Auditor Copiers	11,983.30	11,983.30	0.00
R61p	Bremen ADA Ramps	26,954.00	26,954.00	0.00
R61q	Transportation School Education Vehicles	38,357.90	38,357.90	0.00
R61r	Safety and Security	454,622.00	454,656.40	5.60
R61s	MAPSYS Custom Taxing Authority Management Application	52,433.00	52,433.00	0.00
R61t	County Radios	61,537.50	60,735.41	802.09
R61u	Transportation	243,000.00	243,000.00	0.00
R61v	Transportation Rebranding	20,057.45	4,000.00	16,057.45
R517a	Beavers Field Utilities	36,606.46	36,606.46	0.00
Revenue Loss		10,000,000.00	9,863,884.76	136,115.24

Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1, 2, 3, 2025 – American Rescue Plan Fiscal Recovery Funds, as of 9.30.2025.

From the **\$30,606,902.00** received as the first and second tranche of fiscal recovery funds. **\$30,606,902.00** has been **appropriated**, **\$30,301,585.08** expended, **\$191,112.88** encumbered or obligated.

Project/Category		As of 9/30/25 Appropriations	As of 9/30/25 Expenditure	As of 9/30/25 Obligation
Administration				
R71a	Administrative Expenses	591,798.66	477,594.62	0.00
Subtotal Administration		591,798.66	477,594.62	0.00
Grand Total		\$30,606,902.00	\$30,301,585.08	\$191,112.88

ADMINISTRATIVE AUTHORITY ITEMS
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
SEPTEMBER 29, 2025 TO October 05, 2025

Fairfield County Commissioners

- AA.09.30-2025.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]
- AA.10.01-2025.b An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$77,250 per invoice. [Commissioners]
- AA.10.01-2025.c An Administrative Approval of the Renewal Application for the Government Aggregation of Energy Including Documentation of an Authorization Resolution, Operation and Governance Plan, and Automatic Aggregation Disclosure Notification, for the Public Utilities Commission of Ohio as proposed by Palmer Energy, the County Partner for Energy Aggregation [Commissioners]
- AA.10.01-2025.d Administrative Approval of a Subrecipient Agreement between the Ohio Department of Health and the Fairfield County Board of Commissioners for the purpose to offset costs associated with tuberculosis. [Commissioners]

Fairfield County Emergency Management Agency

- AA.09.29-2025.a An Administrative Approval to sign the State Disaster Relief Program Application for reimbursement from flooding response to the July 2025 Flooding in Fairfield County [EMA]
- AA.09.29-2025.b An Administrative Approval to have the Fairfield County Administrator sign a Service Subscription Agreement with the State Of Ohio Multi-Agency Radio Communication System (MARCS). [EMA]

Fairfield County Job and Family Services

- AA.10.01-2025.e An Administrative Approval regarding a service agreement between Krile Communications and Fairfield County Department of Job and Family Services. [JFS]

Fairfield County Utilities Department

- AA.10.01-2025.a An administrative approval of a bank transfer for the County Utilities Department [Utilities]

From: Jason Smith
To: Trustees - Elected: vince.utterback@violet.oh.us; Administration - Township Offices: Vanessa Niekamp; Maartje Eagle; vanessa_niekamp@plsd.us; jd_postage@plsd.us; clay_lopez@plsd.us; cathv_olshefski@plsd.us; mark_hensen@plsd.us; mayorgaray@pickerington.net; Contact Web: Menningen, Rochelle M; citycouncil@canalwinchesterohio.gov; jsteager@canalwinchesterohio.gov; HIGGINSK@MIFFLIN-OH.GOV
Subject: [E] Violet Township Annual Open House
Date: Wednesday, October 1, 2025 2:02:25 PM
Attachments: image001.png

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



JOIN US FOR OUR ANNUAL OPEN HOUSE EVENT

October 12th, 2025 • 1-3 PM
8700 Refugee Road
Pickerington, OH 43147

ACTIVITIES INCLUDE A FIRE SAFETY HOUSE AS WELL AS EQUIPMENT DISPLAYS, LEARNING BYSTANDER CPR, PICTURE TAKING OPPORTUNITIES, AND MORE! SPARKY THE FIRE DOG WILL ALSO MAKE A GUEST APPEARANCE PASSING OUT CHILDREN'S FIRE HELMETS.

WE EXPECT TO HAVE A LARGE CROWD ON HAND AS OUR PAST EVENTS HAVE ALWAYS BEEN BUSY. PLEASE CONSIDER THIS OUR PERSONAL INVITATION TO EACH OF YOU FOR THIS EVENT. WE THINK THAT YOU WILL HAVE A GREAT TIME AND GOOD FUN! WE HOPE YOU CAN JOIN US, AND LOOK FORWARD TO SEEING YOU THERE!

Jason Smith
Assistant Chief
Violet Township Fire Department
8700 Refugee Road
Pickerington, Ohio 43147
(O) 614.837.4123
(C) 614.496.2041



Good Afternoon,

Pumpkin spice is taking over the world again, which means the holidays will be here before we know it! MCJDC is pleased to announce that we will be hosting our annual holiday open house on Wednesday December 17, 2025 from 10:30am to 12:30pm.

In keeping with tradition, the youth will be making items to donate to different charities in our community. As many of you so generously donated towards last year's event (thank you so much!), we will be accepting donations again this year to put towards our Holiday Happenings gift giving and/or toward the youth "Christmas stockings". Gift cards for Walmart, Amazon, Roosters, and Donatos are preferred since we can attach receipts and youth signatures to show how the funds were spent. We order pizza on Christmas Eve or New Years Eve and Roosters for the Super bowl. We can, however, use cash donations to put towards materials for items that the youth are making. If you are interested in giving for this event, please let me know. I am able to provide a receipt for any contributions.

Official invitations will be sent out in the coming weeks. We hope to see you all in December!

Sincerely,

Sherri Mueller
MCJDC, Admin Secretary



Make Plans Today to Attend

The 145th Annual CCAO/CEAO Winter Conference

Hilton Columbus Downtown ♥ 402 N. High Street ♥ Columbus, OH 43215

Early Bird Registration Fees:

Full Conference \$525

One Day Only \$380

Spouse or Guest Flat Fee for Full Conference or One Day Only \$200

Affiliate Groups Have Option to Choose Meetings Only + Coffee Breaks \$125

Early Bird Registration Fee Ends November 7, 2025!

Rates after November 7, 2025:

Full Conference \$625

One Day Only \$480

Spouse or Guest Flat Fee for Full Conference or One Day Only \$300

Affiliate Groups Have Option to Choose Meetings Only + Coffee Breaks \$175

Session topics will be released soon!

Full Conference and Wednesday only registrants may choose to join a Working Lunch with Lawmaker Panel on Wednesday, December 3rd at 11:30 a.m.

[Click Here to Register!](#)

Once you are registered you will be directed to the link to reserve your room!

Hilton Columbus Downtown

Hotel reservation link is for registered conference attendees only, including conference exhibitors and conference sponsors. Room rates are \$201 before tax.

Be sure to book your room before November 3rd to secure this discounted rate!

For questions concerning our upcoming conference

Please contact Robin Garrett at rgarrett@ccao.org

For questions regarding our Tradeshow

Please contact Amy Lowe at alowe@ceao.org

We Look Forward to Seeing You at the 145th Annual CCAO/CEAO Winter Conference!
Counties at the Heart of America's 250th

[2025 Winter Conference Invite](#)



For Immediate Release: September 30, 2025

Fairfield County Names New Center for Commissioner Dave Levacy

LANCASTER, OH- At its annual State of the County Address on September 30, Fairfield County officials announced that the new facility that hosted the event would be named The Levacy Center, in honor of County Commissioner and long-time public servant, Dave Levacy.

“Dave has given his heart and soul to this community,” said Commissioner Jeff Fix. “His dedication and commitment to making Fairfield County the best place to live, work and raise a family is inspiring. It is just fitting that we honor his legacy by naming a gathering space for the community after him.

The State of the County Address was the first official event held at the Center, which Fairfield County acquired in 2024 as part of efforts to make infrastructure investments that will enhance county operations to benefit the community. The County plans to hold meetings, workshops, trainings, and events at the Center, while also offering the conference space for rent to private organizations and businesses to host events for up to 350 people.

Located at 1550 Sheridan Drive, Lancaster, The Levacy Center will also house the Fairfield County Health Department and Veterans Services, both of which previously had leased space from other entities.

“This is part of our strategic plan to eliminate ongoing rental and lease costs for the county and to make sound, intentional investments in real estate and facilities that will have long-term positive impact on our county’s bottom-line,” said Commissioner Steve Davis. “We are also continuing to explore relocating additional county services that could benefit from being located at this site.” Davis said. “We were excited that we could surprise Commissioner Levacy by naming this investment in our future in honor of his long tenure serving our community.”

Levacy was elected Commissioner in December 2012 and is a lifelong resident of Fairfield County. He attended Bishop Fenwick and Ohio University with studies in business. Commissioner Levacy is a U.S. Army veteran serving from 1965 to 1967. Before and after his Army service, Levacy was employed by Anchor Hocking Glass in the accounting department. In 1970 Levacy joined Millersport Marina and subsequently purchased the company in 1990. Changing the name to Buckeye Lake Marina, he continues to operate the business today.

Commissioner Levacy also served with Millersport/Walnut Township Fire Department as a paramedic and as Chief. After retiring from the Fire Department, Dave served as Millersport Village Council President for 12 years. Levacy also serves on the Fairfield County Republican Executive Committee. Levacy has served as past President of the Buckeye Lake for Tomorrow, the State of Ohio Marine Dealers Association and the Central Ohio Marine Dealers Association.

With his duties as Commissioner, Levacy serves on numerous committees and boards. Dave was recently inducted into the Ohio Veterans Hall of Fame for his outstanding post-military contributions to Fairfield County. Commissioner Levacy resides in Millersport with his wife Ann of over 50 years.

Founded in 1800 (three years before Ohio became a State), Fairfield County was the 8th county formed in the Northwest Territory. Today, more than 900 employees serve, connect, and protect the more than 158,000 citizens of Fairfield County, providing high-quality services and outstanding customer service at exceptional value to taxpayers. Fairfield County fosters economic and fiscal sustainability and works to enhance the County's reputation as a high performing, learning, and caring organization. For more information about the county, its services and employment opportunities, please visit <https://www.co.fairfield.oh.us/>

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Media Contact: Angela Krile, angela@krilecommunications.com 740-974-3948



AEP Ohio
8500 Smiths Mill Road
New Albany, OH 43054

IMPORTANT INFORMATION ABOUT YOUR PROPERTY

Fairfield County Board of Commissioners Mr. Jeff Fix
210 E Main St Ste 301
Lancaster, OH 43130

September 22, 2025

Subject: Conesville-Bixby 345-kV Transmission Line Rebuild Project Announcement Letter

Dear Neighbor,

You are receiving this letter because you own property or live in the area where AEP Ohio representatives plan to strengthen the local power grid by upgrading a transmission line located across Fairfield, Licking, Muskingum and Coshocton counties.

The Conesville-Bixby 345-kV Transmission Line Rebuild Project involves rebuilding 41 miles of 345-kilovolt (kV) power line between the Conesville Substation - located off County Road 273 near the Muskingum River in Coshocton County - and the Bixby Substation - located near the intersection of Palmer Road Northwest and Smoke Road Southwest in Licking County. This project requires a filing with the Ohio Power Siting Board. If approved, crews plan to begin construction in fall 2027 and conclude fall 2033.

The project strengthens the local electric system by replacing deteriorating wooden poles from the 1970s with modern steel structures. Rebuilding the transmission line improves operational performance, reduces the likelihood of extended power outages and enhances electric reliability for area customers.

Crews plan to rebuild the power line within or near the existing right-of-way corridor and may need to update or supplement current easements. Easements are defined land rights that provide the utility with the access required to safely build, operate and maintain power lines.

O.R. Colan (ORC) serves as AEP Ohio's right-of-way representative for this project. Landowners can expect to be contacted by an ORC agent to discuss existing property easements and field activities. If you have questions, please contact Michael Culver at 330-307-6693 or michael.culver@orcolan.com.

Please review the enclosed fact sheet and visit the project website at AEPOhio.com/Conesville-Bixby for more information.

Sincerely,

Jasmine Anthony

Jasmine Anthony
Project Outreach Consultant representing AEP Ohio
614-512-2775 | jasmine.anthony@jacobs.com

Conesville-Bixby 345kV Transmission Line Rebuild Project

AEP Ohio representatives plan power grid upgrades in Fairfield, Licking, Muskingum and Coshocton counties. The project involves rebuilding 41 miles of 345-kilovolt (kV) power line by replacing wooden poles with steel H-frame structures.

What

The project involves rebuilding 41 miles of 345-kV transmission line between the Conesville Substation, located off County Road 273 near the Muskingum River in Coshocton County, and the Bixby Substation, located near the intersection of Palmer Road Northwest and Smoke Road Southwest in Licking County.

*This project requires a regulatory filing with the Ohio Power Siting Board (OPSB).

Why

The project:

- Replaces aging and deteriorating wooden structures from the 1970s with modern steel poles.
- Strengthens safety and service reliability for customers.
- Reduces the likelihood of power outages and improves restoration time if an outage does occur.

Where

The project area includes:

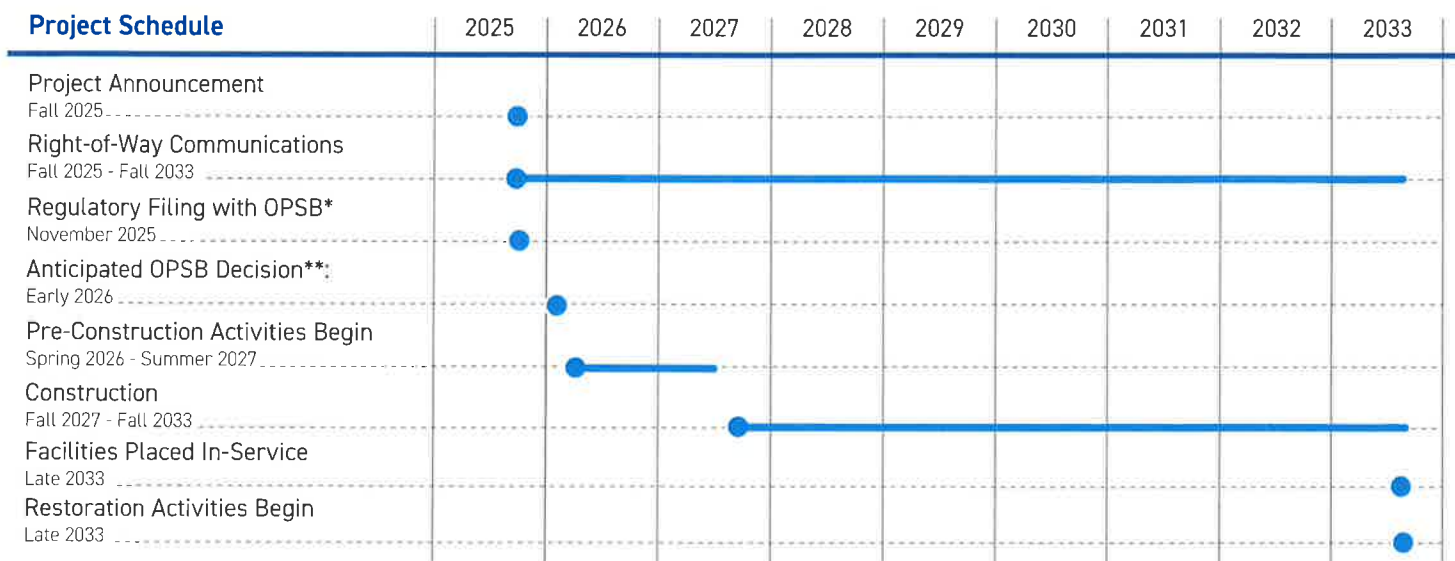
- Virginia Township in Coshocton County
- Jefferson, Jackson, Cass, Muskingum, Madison and Licking townships in Muskingum County
- Walnut Township in Fairfield County
- Jersey Township in Licking County
- Villages of Conesville, Dresden, Buckeye Lake and Millersport
- Cities of Fairfield, New Fairfield, New Albany and Coshocton

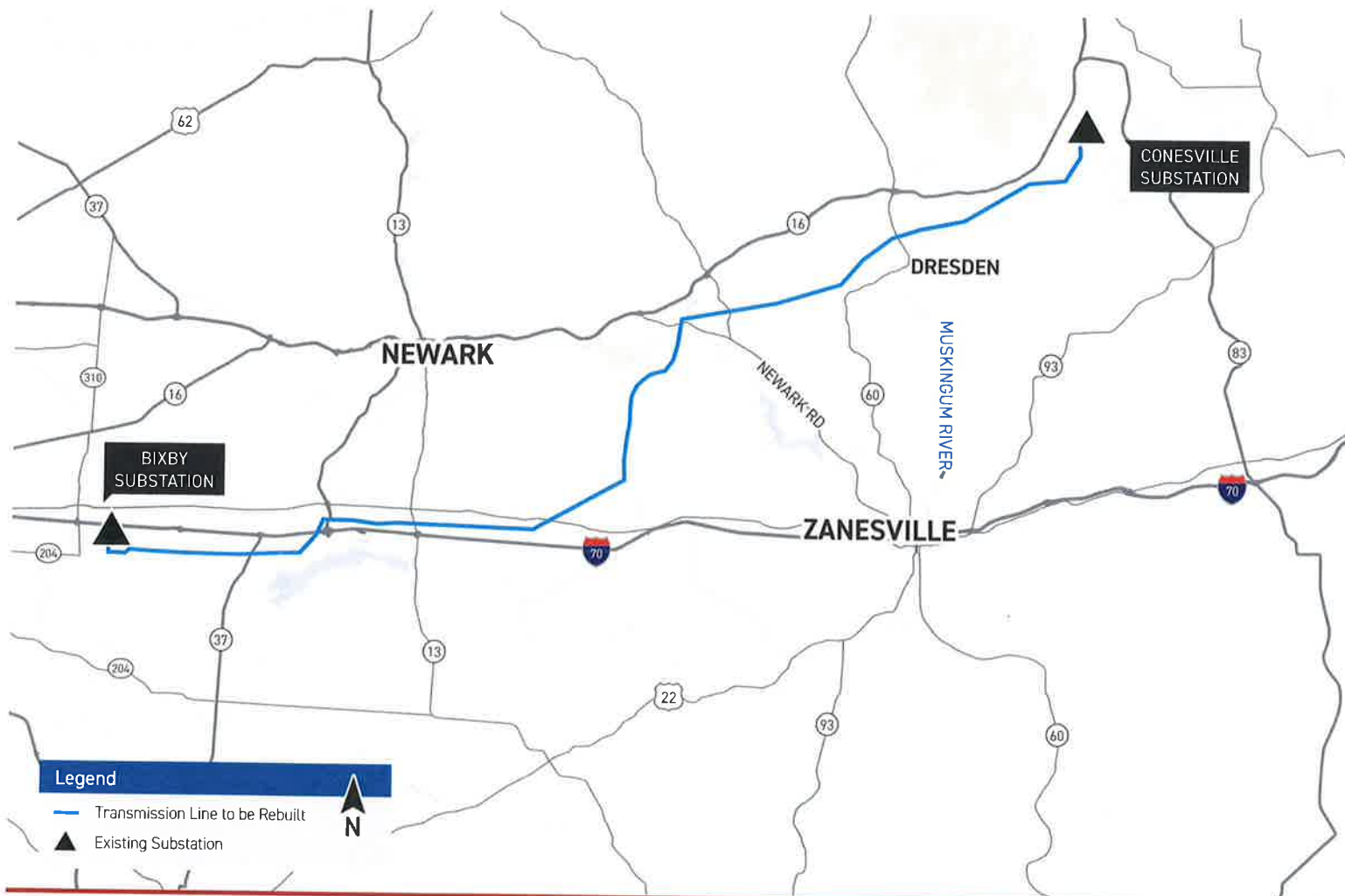
Crews plan to rebuild the transmission line within or near the existing right-of-way corridor. In some areas, they may need to update or supplement current easements to ensure the safe construction, operation and maintenance of the line. Easements are defined as land rights that provide the utility with access needed to safely build, operate and maintain its transmission lines.

Before Construction

AEP Ohio right-of-way representatives plan to contact affected landowners regarding land surveys and other field work along the transmission line route and future construction access. Some pre-construction activities include: trimming or removing woody-stemmed vegetation, removing or relocating non-habitable structures from the right-of-way, and installing temporary gates, fencing and access roads.

Project Schedule

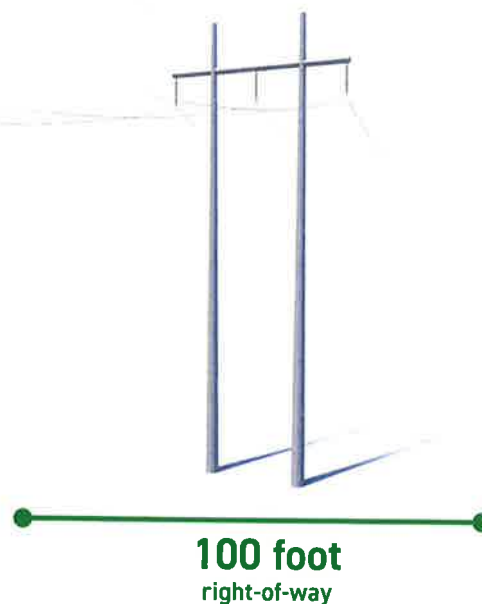




Typical Structures

This project involves the use of steel H-frame structures.

Structure Height: Approximately 80-165 feet*
Right-of-Way Width: Approximately 100 feet*



**Exact structure, height, and right-of-way requirements may vary.*



We value your input. Please send comments and questions to:

Jasmine Anthony • Project Outreach Specialist Representing AEP
jasmine.anthony@jacobs.com • 614-512-2775

[AEPOhio.com/Conesville-Bixby](https://aepohio.com/Conesville-Bixby)

9/11/2025



September 25, 2025

RE: Notice of Temporary Authorization Request Associated with RCRA Permit Renewal Application, Cirba Solutions US, Inc., Lancaster, Ohio, OHD071654958

This letter is intended to provide notice [in accordance with OAC 3745-50-51(F)(2)(c) and 40 CFR 270.42(e)(2)(iii)] of a September 25, 2025 temporary authorization request associated with a December 28, 2023 Class 2 modification request and a January 17, 2025 Class 3 modification request. Cirba Solutions US, Inc. (Cirba Solutions) (EPA ID No. OHD071654958) submitted to the modification requests to Ohio EPA and U.S. EPA for their existing Hazardous Waste Facility Installation and Operation Permit associated with its facility located at 265 Quarry Road in Lancaster, Ohio. The Lancaster facility specializes in recycling batteries. The modifications are required because of new battery storage units, re-allocation of battery quantities and chemistries, and an increase to site-wide battery storage capacity. Appropriate changed pages to the existing permit application have been submitted to Ohio EPA and U.S. EPA as part of the modifications.

Ohio EPA issued final approval of the December 28, 2023 Class 2 modification request on April 30, 2024. On August 12, 2025, Ohio EPA issued the draft permit related to the Class 3 modification request for public comment. Public comment ends on October 10, 2025 and it is anticipated that Ohio EPA will provide final issuance shortly thereafter.

Based on a March 27, 2025 email from US EPA, the agency intends to process both the Class 2 and Class 3 modification requests together. However, US EPA has not yet determined when it can complete the administrative process and provide final issuance. Given the increasing global demand for recycling of LIBs, Cirba Solutions is in the midst of a multi-year, multi-million-dollar facility expansion. The expansion includes a federal grant, logistics by numerous contractors, various permits (beyond RCRA), and an increase in the staff at the facility. As such, Cirba Solutions requested a temporary authorization of the complete Class 2 and 3 modification requests from US EPA, for those provisions which pertain to US EPA, in accordance with 40 CFR 270.42(e)(2)(i)(A) and (B). Cirba Solutions anticipates receiving its occupancy permit for the new 341 building within the coming weeks, at which time, use of the 341 storage unit would be needed.

Although the temporary authorization request was directed to US EPA, if Ohio EPA foresees a delay in final issuance of the Class 3 modification request beyond late October, Cirba Solutions also requested a temporary authorization of the complete Class 3 modification request from Ohio EPA, for those provisions which pertain to Ohio EPA, in accordance with OAC 3745-50-51(F).

Timely use of the 341 storage unit, the re-allocation of battery quantities and chemistries, increase in site-wide storage capacity, and the various other operational changes will allow for efficient recycling operations to continue, for construction of the expansion to progress on-schedule (scheduling upsets would be extremely costly), for customer contracts to be met, and to expedite the hiring and training process.

If the temporary authorization is granted, compliance with applicable RCRA regulations will be straightforward. The 341 storage unit would be identified by painted lines and would generally follow the same operational procedures as identified in the current RCRA permit and application for the existing storage units.

The Cirba Solutions contact person is Michelle LaRocco, who can be reached at 800-852-8127. The permittee's compliance history during the life of the permit being modified is available from the Ohio EPA contact person.

Sincerely,

Michelle LaRocco
Senior Environmental Manager

Greetings!

We are writing to you today to introduce ourselves and share with you a little bit about the 2025 Fairfield County Fair Livestock Auction taking place on **October 9th (5:00pm) and 10th (10:00am)** in Lancaster.



My name is Carter Palsgrove, and I am a freshman at Bloom-Carroll High School. I am 15 years old and enjoy playing football, baseball, and basketball. This year at the fair, I am showing my market lamb, Jeremiah, and my steer—both named after famous athletes. Sports are a big part of my life, so I thought it would be fun to carry that into naming my animals this year. Your support at the auction will help me continue showing animals at the fair for years to come. The money I earn will go toward purchasing future animals and improving my projects. Thank you for reading my letter and for considering supporting me.

Hi! My name is McKinley Palsgrove, and I am 13 years old. I am a student at Bloom-Carroll Middle School and a proud member of the Awesome Animals 4-H Club. This year at the fair, I am showing my lamb, Gus, and my market heifer, Ivy. I am very grateful for the chance to raise and show my animals each year—it's one of my favorite things about being in 4-H. By coming to the auction, not only can you purchase quality meat, but you also help me continue to grow in 4-H by supporting my future livestock projects. Your support makes it possible for me to keep learning, working hard, and showing at the fair. Thank you so much for taking the time to read my letter!



When we say “buy” our animals, you have a couple of options:

- You don't really have to take it home, but you can “keep” an animal to be processed for your freezer! You just need to make processing arrangements prior to the fair. We can help.
- You can also just “buy” our animal in name as a donation to our future projects - we would love to get a picture with you if you choose to do this!

If this is your first time participating - we would love to meet up with you to get you settled at the fairgrounds! Just contact us (call or text is great) or our mom, Cassie, at 614-633-6030.

If you would like more specific information about the sale, **or can't attend in person but would like to still donate**, please scan the QR code, or just reach out to us!

Thank you for your time and hope to see you at the auction,

Carter and McKinley Palsgrove

M. Palsgrove
C. Palsgrove



**Join us for the 2025 Fairfield County Fair Auction
on October 9th & 10th to help support youth like us!**

- Carter & McKinley Palsgrove



Use your phone camera to scan the QR code for more information, including the many ways you can support exhibitors!



Thank you for supporting the
2025 Junior Showmen @
The Fairfield County Fair!



Fairfield County Fair October 5th-11th



My name is Carson Smith and this is my very first year participating in the livestock show. My current group is US Kids, and I have been in 4-H since I was 5 years old and now I'm 9! I've been working hard with my DUCKS, RABBITS and SHEEP and working as much as I can. I would love for you to come see me at the Fairfield County fair Oct 10th 2025 10:00 AM. At the auction, you can support me and other 4-H kids by bidding on our animals. Being in 4-H taught me a lot from watching and learning from my older sister, I'm very excited to show for my first time. Thank you for helping kids like me reach our goals. I hope to see you at the fair!

Sincerely, Carson James Smith

Carson Smith

Us Kids

Year 1

Hadley Sears-Smith

Us Kids

Year 4

Hello, my name is Hadley Sears-Smith, and I am a member of the US Kids 4-H group. This year I have worked hard caring for and raising my lambs, rabbits, and ducks! Through this experience, I have learned the importance of responsibility, dedication, and good animal care.

I am excited to share that I will be selling my animals at the upcoming Fairfield County Junior Livestock Auction. The auction takes place on October 10th at 10 AM. The support of our community makes opportunities like this possible, and I would be honored to have you attend the sale or consider placing a bid.

By purchasing an animal, you are not only investing in high-quality livestock, but also in the future of local youth. Proceeds help me continue my 4-H journey, save for future projects, and help me work toward my long-term goals.

Thank you for considering supporting me and other 4-H members. Your encouragement means so much to me, and I truly appreciate your involvement in our community.

I hope to see you at the auction!

Sincerely,

Hadley Sears-Smith



Ohio Records' Association

Best Practices – SB 94 (Brenner, Landis)

Background:

This Best Practices document is intended to provide for Ohio Records' Association members a brief synopsis of SB 94's key provisions and implementation recommendations where County Recorders have discretion on the bill's requirements. **This document is *not* a comprehensive summary of SB 94.** You may view the official language of the legislation, bill summary and additional info at <https://www.legislature.ohio.gov/legislation/135/sb94>.

Brief Synopsis of SB 94:

- Requires counties to provide an electronic means of recording instruments and of accessing indexes and recorded instruments by June 30, 2026.
- Allows county recorders to charge a Document Preservation Surcharge of up to \$5.00 per document at the discretion of the recorder.
- Increases the recording fee for living wills, health care powers of attorney, and instruments related to personal property.
- Appropriates \$6 million for the Treasurer of State to distribute funds to reimburse counties to implement the act's provisions.
- **Effective Date: October 24, 2024.**

Document Preservation Surcharge:

ORC Section [317.32](#), SB 94 authorizes County Recorders to charge a Document Preservation Surcharge of up to \$5.00 per document regardless of the number of pages.

The decision to institute a Document Preservation Surcharge is at the sole discretion of the County Recorder, and as such does *not* require the approval of County Commissioners or any other officials. Instituting a Document Preservation Surcharge is *not* a requirement of SB 94. Please note the law specifies that if the Document Preservation Surcharge funds are collected they *shall* be deposited in the county treasury's bank account to the credit of the county general fund.

ORC Section 317.32 (A)(3) specifies the uses of funds generated by the Document Preservation Surcharge as follows: "The document preservation surcharge is intended to support the preservation and digitization of documents and ongoing costs incurred by a county recorder's office to make available to the public a web site with appropriate security features, electronic document hosting, online viewing, and print and download features that enable an individual to print or download a copy of a public record from the website."

Best Practices:

- Provide the public adequate notice before instituting or making any changes to a Document Preservation Surcharge in your county. Providing a minimum of 30 to 60-day (or longer if possible) advance notification to frequent users of the Records' Office, posted to your website, displayed in your office, notifying local media outlets, etc. is strongly recommended.

Section 317.32 | Recording fees.

Ohio Revised Code / Title 3 Counties / Chapter 317 Recorder

Effective: October 24, 2024 Latest Legislation: Senate Bill 94 - 135th General Assembly

The county recorder shall charge and collect fees to include, except as otherwise provided in division (A)(2) of this section, base fees for the recorder's services and housing trust fund fees collected pursuant to section [317.36](#) of the Revised Code, and may charge and collect a document preservation surcharge, as follows:

(A)(1) Except as otherwise provided in division (A)(2) of this section, for recording and indexing an instrument if the photocopy or any similar process is employed:

(a) A base fee of seventeen dollars for the first two pages and a housing trust fund fee of seventeen dollars, and a base fee of four dollars and a housing trust fund fee of four dollars for each subsequent page, size eight and one-half inches by fourteen inches, or fraction of a page, including the caption page, of such instrument; and

(b) A document preservation surcharge of up to five dollars, which shall be deposited in the county treasury to the credit of the county general fund.

(2) For recording and indexing an instrument described in division (D) of section [317.08](#) of the Revised Code if the photocopy or any similar process is employed, a fee of thirty-four dollars for the first two pages to be deposited as specified elsewhere in this division, and a fee of eight dollars to be deposited in the same manner for each subsequent page, size eight and one-half inches by fourteen inches, or fraction of a page, including the caption page, of that instrument. If the county recorder's technology fund has been established under section [317.321](#) of the Revised Code, of the thirty-four dollars, seventeen dollars shall be deposited into the county treasury to the credit of the county recorder's technology fund and seventeen dollars shall be deposited into the county treasury to the credit of the county general fund. If the county recorder's technology fund has not been established, the thirty-four dollars shall be deposited into the county treasury to the credit of the county general fund.

(3) The document preservation surcharge is intended to support the preservation and digitization of documents and ongoing costs incurred by a county recorder's office to make available to the public a web site with appropriate security features, electronic document hosting, online viewing, and print and

download features that enable an individual to print or download a copy of a public record from the web site.

(B) For certifying a copy or electronic record from the record previously recorded, a base fee of one dollar and a housing trust fund fee of one dollar per page, size eight and one-half inches by fourteen inches, or fraction of a page; for each certification if the recorder's seal is required, except as to instruments issued by the armed forces of the United States, a base fee of fifty cents and a housing trust fund fee of fifty cents;

(C) For entering or indexing any marginal reference, or any reference previously accomplished as a marginal reference now accomplished through electronic means, by separate recorded instrument, a base fee of two dollars and a housing trust fund fee of two dollars for each marginal reference, or reference previously accomplished as a marginal reference now accomplished through electronic means, set out in that instrument, in addition to the fees set forth in division (A)(1) of this section;

(D) For indexing in the real estate mortgage records, pursuant to section [1309.519](#) of the Revised Code, financing statements covering crops growing or to be grown, timber to be cut, minerals or the like, including oil and gas, accounts subject to section [1309.301](#) of the Revised Code, or fixture filings made pursuant to section [1309.334](#) of the Revised Code, a base fee of two dollars and a housing trust fund fee of two dollars for each name indexed;

(E) For filing zoning resolutions, including text and maps, in the office of the recorder as required under sections [303.11](#) and [519.11](#) of the Revised Code, a base fee of twenty-five dollars and a housing trust fund fee of twenty-five dollars, regardless of the size or length of the resolutions;

(F) For filing zoning amendments, including text and maps, in the office of the recorder as required under sections [303.12](#) and [519.12](#) of the Revised Code, a base fee of ten dollars and a housing trust fund fee of ten dollars regardless of the size or length of the amendments;

(G) For photocopying a document, other than at the time of recording and indexing as provided for in division (A)(1) or (2) of this section, a base fee of one dollar and a housing trust fund fee of one dollar per page, size eight and one-half inches by fourteen inches, or fraction thereof;

(H) For local facsimile or electronic transmission of a document, a base fee of one dollar and a housing trust fund fee of one dollar per page, size eight and one-half inches by fourteen inches, or fraction thereof; for long distance facsimile transmission of a document, a base fee of two dollars and a housing trust fund fee of two dollars per page, size eight and one-half inches by fourteen inches, or fraction thereof;

REGULAR AGENDA #41 - 2025
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
OCTOBER 07, 2025

AGENDA FOR TUESDAY, OCTOBER 07, 2025

- 9:00 AM Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for September 30, 2025
- Approval of State of the County Minutes for September 30, 2025
- Commissioners
- 2025-10.07.a A resolution authorizing a fund to fund transfer to the Fairfield County Family Children First Council for Multi-Youth Committee, 4th payment for the 2025 Allocation [Commissioners]
- 2025-10.07.b A resolution authorizing a fund to fund transfer for Fairfield County Job and Family Services (JFS) 4th quarter 2025 Allocation. [Commissioners]
- 2025-10.07.c A resolution authorizing a fund to fund transfer for the 4th Quarter 2025 Allocation for the Multi County Juvenile Detention Center (MCJDC). [Commissioners]
- Fairfield County Auditor- Finance
- 2025-10.07.d A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –1001 – General Fund - Auditor [Auditor- Finance]
- Fairfield County Auditor- Real Estate
- 2025-10.07.e A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Auditor / REA; Fund # 2022, Real Estate [Auditor- Real Estate]
- 2025-10.07.f A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – 2022, Real Estate [Auditor- Real Estate]
- Fairfield County Board of Elections
- 2025-10.07.g A Resolution to Approve Additional Appropriations by Appropriating from Unappropriated into a Major Expense Object Category – Fund 2588, Voter Registration [Board of Elections]

Fairfield County Dog Shelter

2025-10.07.h A resolution to appropriate from unappropriated funds in a major expenditure object category, fund to fund transfer to the General Fund, and Closing out Fund# 2888 Maddie's Fund for Dog Shelter. [Dog Shelter]

Fairfield County Domestic Relations Court

2025-10.07.i A resolution authorizing an account to account transfer for the adjustment of Personal Services and Materials and Supplies. [Domestic Relations Court]
[Domestic Relations Court]

Fairfield County Economic & Workforce Development

2025-10.07.j A Resolution authorizing the execution and delivery of a development agreement between the County, the Village of Millersport, Karis Critical CMH, LLC, and Vantage Data Centers Management Company; and approving related materials [Economic & Workforce Development]

Fairfield County Emergency Management Agency

2025-10.07.k A resolution authorizing the approval of repayment of an advance to the General Fund from EMA 2890 (8349) FY22 Year 3 Hazardous Materials Emergency Planning Grant. [EMA]

2025-10.07.l A resolution authorizing the closing of an inactive special revenue fund: 2092 Citizen Corp, 2722 Citizen Corps, 2723 Homeland Security 08, 2724 Citizen Corp 10, 2735 Homeland Security 11, 2738 Medical Reserve Corps 09, 2763 Siren Special Project, 2866 CESF Program and 3763 Special Projects Fund [EMA]

2025-10.07.m A resolution to request for appropriations for receipts for EMA fund 2093 Special Operations Team Fund [EMA]

Fairfield County Engineer

2025-10.07.n A resolution to approve a reimbursement for share of costs for Monthly Postage paid to Fairfield County Commissioners as a memo expenditure for fund County Engineer 2024-Motor Vehicle [Engineer]

2025-10.07.o A resolution to approve a Road Usage Agreement between Fairfield County and Will-Power Pipeline LLC. [Engineer]

2025-10.07.p A resolution to approve a Change Order for the 2025 Microsurfacing Project. [Engineer]

Fairfield County Job and Family Services

2025-10.07.q A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Service [JFS]

2025-10.07.r A resolution to approve a memo receipt and memo expenditure for Fairfield County Job & Family Services' Children Services Fund and Protective Service Levy Fund, respectively. [JFS]

2025-10.07.s	A resolution to approve a memo receipt and memo expenditure for Fairfield County Job & Family Services' Children Services Fund and Protective Service Levy Fund, respectively. [JFS]
2025-10.07.t	A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund [JFS]
2025-10.07.u	A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund [JFS]
2025-10.07.v	A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund [JFS]
2025-10.07.w	A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund [JFS]
2025-10.07.x	A resolution to appropriate from unappropriated into a major expense object category – Fund # 2072 – Protective Services - Fairfield County JFS [JFS]
2025-10.07.y	A resolution authorizing the approval of a cooperative agreement for the Treatment Foster Home Pilot by and between Fairfield County Job & Family Services, Protective Services Division and South Central Job and Family Services. [JFS]
2025-10.07.z	A Resolution of an Agreement between the Public Children Services Association of Ohio and Fairfield County Job & Family Services, Fairfield County Protective Services Division [JFS]
	Fairfield County Juvenile/Probate Court
2025-10.07.aa	A Resolution to Approve the Fairfield County Juvenile Court's Lease with Connexion West [Juvenile/Probate Court]
	Fairfield County Meals on Wheels/Older Adult Agency
2025-10.07.bb	A resolution to appropriate from unappropriated funds in a major expenditure object categories for Meals on Wheels-OAAFC, Inc. Fund# 2617 [Fairfield County Meals on Wheels/Older Adult Agency]
	Fairfield County Recorder
2025-10.07.cc	Resolution authorizing the renewal of the 5 A year Land Records LifeCycle Extension with Fidar Technologies [Recorder]
	Fairfield County Sheriff
2025-10.07.dd	A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –23100101, General Fund [Sheriff]
2025-10.07.ee	A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2027, Weights [Sheriff]

South Central Major Crimes Unit

2025-10.07.ff A resolution authorizing the approval of a partial repayment of an advance to the General Fund from MCU 7911 Violent Crimes Reduction Grant. [Sheriff - Major Crimes Unit]

Fairfield County Utilities Department

2025-10.07.gg A Resolution Abandoning in Part, and Preserving in Part, Water and Sewer Service Rights in Area Outside of the City of Lancaster [Utilities]

Lancaster-Fairfield Community Action Agency

2025-10.07.hh A resolution to approve the CFLP Solid Waste District Recycling Services Contract Fourth Quarter 2025 Budget Revision Request. [Community Action]

Payment of Bills

2025-10.07.ii A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval. [Commissioners]

The next Regular Meeting is scheduled for October 14, 2025, 9:00 a.m.

Adjourn

Regular Meeting #38 - 2025
Fairfield County Commissioners' Office
September 30, 2025

Review Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Fix called the meeting to order, and the following Commissioners were present: Jeff Fix and David Levacy. Also present: County Administrator, Aundrea Cordle; Clerk, Rochelle Menningen; Information and Communications Coordinator, Bennett Niceswanger; IT Director, Dan Neeley; HR Deputy Director, Abby Watson; JFS Director, Corey Clark; EMA Deputy Director, Garrett Blevins; Economic Development Specialist, Vince Carpico; Assistant Prosecuting Attorney, Austin Lines; Auditor, Dr. Carri Brown; Recorder, Lisa McKenzie; Sheriff, Alex Lape; Treasurer, Jim Bahnsen; FCFC Manager, Tiffany Wilson; JFS Deputy Director, Heather O'Keefe; Deputy Utilities Director, Josh Anders; Urban Technician, Chad Lucht; Sheriff's Deputies, Kevin Romine and Dustin Beavers; and Interim RPC Director, Holly Mattei. Also in attendance: Ray Stemen, Missy Hoover-Connor, and Sherry Pymer.

Virtual attendees: Lori Lovas, Shelby Hunt, Jessica Murphy, Lori Hawk, Stacy Hicks, Alisha Hoffman, Jerry Starner, Jennifer Morgan, Lynette Barnhart, Michael Kaper, Aubrey Ward, Greg Forquer, Baylie Blevins, Justin Messinger, BGM, Jeff Barron, Andy Robberts, Andy Boystel, Lisa, Tony Vogel, Brian Wolfe, and Ed.

Welcome

Commissioner Fix opened the meeting by welcoming everyone in attendance and stated that Commissioner Davis was at the MORPC Summit on Sustainability to receive an award for the work he has done on transportation.

Public Comments

Ray Stemen of Lancaster offered his appreciation for the leadership in the county and offered a prayer.

Legal Update

There was no legal update.

County Administration Update

- *The County Administration Update was provided by County Administrator, Aundrea Cordle, unless otherwise indicated.*

Week in Review

2025 OHJMS Jail Inspection

Congratulations to the Sheriff's Office on achieving compliance with 100% of the Essential and 100% of the Important Standards Inspected for the 2025 Full-Service Jail. A huge thank you to the Sheriff and his staff for their hard work and efforts achieving this level of compliance and for also receiving 100% on their Federal Inspection.

Fairfield County's 2025 State of the County Address

The 2025 State of the County Address is today at the Sheridan Center. Registration will start at 11:00 a.m. The event is sold out but is a public meeting for anyone who is planning to attend.

Regular Meeting #38 - 2025
Fairfield County Commissioners' Office
September 30, 2025

The Hunger Games of Generosity

Fairfield DD and JFS have been facing off in a food drive competition for 211's Hunger Action Month. DD is in the lead with 1393 donated items. "The Hunger Games of Generosity" will run through the remainder of September. You can donate items at JFS, DD, or even here in the Administrative Courthouse on the first floor. Every donation makes a difference for families right here in Fairfield County!

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 17 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- Economic and Workforce Development has a resolution to approve the State Infrastructure Bank loan term sheet from ODOT for the Basil-Western Road Realignment Project. Fairfield County applied for the 20 year term loan, with a 3% interest rate, in the amount of \$4,008,000.
- The Engineer's Office has a resolution authorizing Jeremiah Upp to prepare and submit an application to participate in the Ohio Public Works Commission State Capital Improvement Program for bridge replacement projects.
- Regional Planning has a resolution to approve a replat of the DHL subdivision.
- And Utilities has a resolution to approve assessing 2025 water and sewer delinquencies.

Budget Review

There was no Budget Review.

Calendar Review/Invitations Received

- *The Calendar Review, Invitations Received, and Correspondence, were provided by the Clerk to the Board of Commissioners, Rochelle Menningen, unless otherwise indicated.*
- MCU Governing Board Meeting, Fairfield County EMA, 240 Baldwin Dr., Lancaster, October 1, 2025, 11:00 a.m.
- 2025 Economist Event Hosted by Park National Bank, The Mill Event Center, 431 S. Columbus St., Lancaster, October 2, 2025, 7:30 a.m.
- CCAO Post Budget Briefing, Delaware County Byxbe Meeting Room, 1610 State Route 521, Delaware, October 3, 2025, 9:30 a.m.

Correspondence

- Ohio Department of Rehabilitation and Correction, September 26, 2025, Re: 2025 Annual Jail Inspection

**Regular Meeting #38 - 2025
Fairfield County Commissioners' Office
September 30, 2025**

- City of Lancaster Board of Zoning Appeals, Notice of BZA Case #772, Sign Variance for 1141 E. Main St., Case to be Heard October 14, 2025, 2:00 p.m., Lancaster City Hall, Second Floor, 1897 Room, 104 E. Main St., Lancaster
- Correspondence from 4-H Participants Re: Fairfield County Livestock Auction, October 10, 2025, 10:00 a.m.

Updates from Elected Officials and Department Heads

Chad Lucht stated that the Soil and Water Conservation District is hosting an event for FFA.

Holly Mattei stated that they have entered into a Memorandum of Understanding with the Village of Millersport to help the village administer zoning regulations.

Auditor Brown stated that the regional council has approved recommendations for property tax relief. Last week, she travelled to Seneca County to give a presentation. The Auditor's Weights and Measurers team have completed all the testing of the weights and scales at the Fairfield County Fair.

Vince Carpico stated that there would be a resolution on the agenda for the next meeting regarding the Millersport Data Center.

Garrett Blevins stated that the Small Business Administration will be packing up their mobile office located at the Emergency Management building and encouraged people to utilize their services before they leave.

Dan Neeley stated that County IT has made investments in cybersecurity in recent years and they are seeing the benefits.

Corey Clark thanked everyone who attended the JFS 25th Anniversary event last week.

Old Business

Commissioners Fix and Levacy enjoyed attending the JFS 25th Anniversary event and meeting former JFS employees.

New Business

None.

Regular (Voting) Meeting

The Commissioners continued to the Regular/Voting portion of the meeting, and the following Commissioners were present: Jeff Fix and David Levacy. Also present: County Administrator, Aundrea Cordle; Clerk, Rochelle Menningen; Information and Communications Coordinator, Bennett Niceswanger; IT Director, Dan Neeley; HR Deputy Director, Abby Watson; JFS Director, Corey Clark; EMA Deputy Director, Garrett Blevins; Economic Development Specialist, Vince Carpico; Assistant Prosecuting Attorney, Austin Lines; Auditor, Dr. Carri Brown; Recorder, Lisa McKenzie; Sheriff, Alex Lape; Treasurer, Jim Bahnsen; FCFC Manager, Tiffany Wilson; JFS Deputy Director, Heather O'Keefe; Deputy Utilities Director, Josh Anders; Urban Technician, Chad Lucht; Sheriff's Deputies, Kevin Romine and Dustin Beavers; and Interim RPC Director, Holly Mattei. Also in attendance: Ray Stemen, Missy Hoover-Connor, and Sherry Pymer.

**Regular Meeting #38 - 2025
Fairfield County Commissioners' Office
September 30, 2025**

Virtual attendees: Lori Lovas, Shelby Hunt, Jessica Murphy, Lori Hawk, Stacy Hicks, Alisha Hoffman, Jerry Starner, Jennifer Morgan, Michael Kaper, Aubrey Ward, Greg Forquer, Baylie Blevins, Justin Messinger, Andy Robberts, Lisa, Tony Vogel, Brian Wolfe, and Ed.

Pledge of Allegiance

Commissioner Fix asked everyone to rise as able and lead the Pledge of Allegiance.

Announcements

None.

Approval of Minutes for September 23, 2025

On the motion of David Levacy and the second of Jeff Fix, the Board of Commissioners voted to approve the Minutes for the Tuesday, September 23, 2025, meeting.

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy and Jeff Fix

Approval of Resolutions from the Fairfield County Board of Commissioners

On the motion of David Levacy and the second of Jeff Fix, the Board of Commissioners voted to approve the following resolutions:

- | | |
|--------------|--|
| 2025-09.30.a | A resolution approving an account to account transfer in a major object expense category for the Safety & Security Budget, General Fund# 1001. |
| 2025-09.30.b | A resolution to approve a memo transactions for interest allocation reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, & #7308. |

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy and Jeff Fix

Approval of a Resolution from the Fairfield County Auditor - Payroll

On the motion of David Levacy and the second of Jeff Fix, the Board of Commissioners voted to approve the following resolution from the Fairfield County Auditor - Payroll:

- | | |
|--------------|--|
| 2025-09.30.c | A resolution authorizing a memo expense memo receipt for the General Fund 2% administrative fee for managing the county self-insurance program, Fund #5376 to General #1001 - Fairfield County Auditor |
|--------------|--|

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy and Jeff Fix

Approval of a Resolution from the Fairfield County Dog Shelter

On the motion of David Levacy and the second of Jeff Fix, the Board of Commissioners voted to approve the following resolution from the Fairfield County Dog Shelter:

- | | |
|--------------|--|
| 2025-09.30.d | A resolution to appropriate from unappropriated in a major expenditure object categories for Dog Shelter; #2002. |
|--------------|--|

Regular Meeting #38 - 2025 – September 30, 2025

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**Regular Meeting #38 - 2025
Fairfield County Commissioners' Office
September 30, 2025**

Roll call vote of the motion resulted as follows:
Voting aye thereon: David Levacy and Jeff Fix

Approval of a Resolution from Fairfield County Economic & Workforce Development

On the motion of David Levacy and the second of Jeff Fix, the Board of Commissioners voted to approve the following resolution from Fairfield County Economic & Workforce Development:

2025-09.30.e A Resolution to Approve the SIB Loan term sheet from the Ohio Department of Transportation, State Infrastructure Bank for the Basil Western Road Realignment Project

Aundrea Cordle thanked Anthony Iachini and Engineer Upp for their work on the Basil-Western Road Realignment project and its financing.

Roll call vote of the motion resulted as follows:
Voting aye thereon: David Levacy and Jeff Fix

Approval of Resolutions from the Fairfield County Engineer

On the motion of David Levacy and the second of Jeff Fix, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Engineer:

2025-09.30.f A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for other

2025-09.30.g A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services

2025-09.30.h A resolution authorizing Jeremiah D. Upp, Fairfield County Engineer, to prepare and submit an application to participate in the Ohio Public Works Commission State Capital Improvement Program and to execute contracts as required.

Roll call vote of the motion resulted as follows:
Voting aye thereon: David Levacy and Jeff Fix

Approval of Resolution from Fairfield County Job and Family Services

On the motion of David Levacy and the second of Jeff Fix, the Board of Commissioners voted to approve the following resolutions from Fairfield County Job and Family Services:

2025-09.30.i A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services

2025-09.30.j A resolution to approve a memo exp./ memo receipt for the costs of Bus Passes paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2072 Public Children's Services

2025-09.30.k A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and The Bair Foundation.

Regular Meeting #38 - 2025 – September 30, 2025

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**Regular Meeting #38 - 2025
Fairfield County Commissioners' Office
September 30, 2025**

2025-09.30.l A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Dimensional Phases Group Home.

Roll call vote of the motion resulted as follows:
Voting aye thereon: David Levacy and Jeff Fix

Approval of a Resolution from the Fairfield County Regional Planning Commission

On the motion of David Levacy and the second of Jeff Fix, the Board of Commissioners voted to approve the following resolution from the Fairfield County Regional Planning Commission:

2025-09.30.m A resolution to approve the Dedication Replat of the DHL Subdivision

Roll call vote of the motion resulted as follows:
Voting aye thereon: David Levacy and Jeff Fix

Approval of Resolutions from the Fairfield County Sheriff

On the motion of David Levacy and the second of Jeff Fix, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Sheriff:

2025-09.30.n A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2442, Commissary

2025-09.30.o A resolution approving the submission of the Fiscal Year 2026 CFLP Litter Law Enforcement Grant Application to CFLP

Roll call vote of the motion resulted as follows:
Voting aye thereon: David Levacy and Jeff Fix

Approval of a Resolution from Fairfield County Utilities

On the motion of David Levacy and the second of Jeff Fix, the Board of Commissioners voted to approve the following resolution from Fairfield County Utilities:

2025-09.30.p A Resolution to Assess 2025 Water and Sewer Delinquencies

Roll call vote of the motion resulted as follows:
Voting aye thereon: David Levacy and Jeff Fix

Approval of the Payment of Bills

On the motion of David Levacy and the second of Jeff Fix, the Fairfield County Board of Commissioners voted to approve the following resolution for the Payment of Bills:

2025-09.30.q A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

Roll call vote of the motion resulted as follows:
Voting aye thereon: David Levacy and Jeff Fix

Adjournment

With no further business, on the motion of David Levacy, and the second of Steve Davis, the Board of Commissioners voted to adjourn at 9:22 a.m.

Roll call vote of the motion resulted as follows:
Voting aye thereon: David Levacy and Jeff Fix

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, October 7, 2025, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.

Motion by: David Levacy Seconded by: Steve Davis
To approve the September 30, 2025, minutes by the following vote:

YEAS: David Levacy, Steve Davis, and Jeff Fix
ABSTENTIONS: None

*Approved on October 7, 2025

Jeff Fix Commissioner	Steve Davis Commissioner	David Levacy Commissioner
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Rochelle Menningen, Clerk

**State of the County #39 - 2025
Fairfield County Commissioners' Office
September 30, 2025**

State of the County

There were 361 elected officials, county employees, county residents, and stakeholders registered for the State of the County. The event was held at the new Sheridan Center at 1550 Sheridan Drive, in Lancaster. The 2025 State of the County theme was “Our County, Our Future, Building Today, Inspiring Tomorrow.”

Welcome

Travis Markwood, President of the Lancaster Fairfield County Chamber of Commerce opened the event by welcoming everyone.

Kim Barlag, President of the Pickerington Area Chamber of Commerce also thanked everyone for coming and asked all the elected officials to stand and be recognized.

Posting of the Colors/Pledge

The Fairfield County Sheriff's Office Honor Guard presented the flags and led the Pledge of Allegiance.

Invocation

Dr. David Uhl, Superintendent of the Fairfield County Board of Developmental Disabilities, provided the prayer.

Dedication/Ribbon Cutting

The Sheridan Center was dedicated and renamed the Levacy Center after long time public servant, Commissioner David Levacy. Commissioner Levacy's public service includes serving as a firefighter/paramedic, a Fire Chief, a City Councilman, and now as a County Commissioner for almost 14 years. He has served on several Boards and Councils and was a 2024 Ohio Veterans Hall of Fame inductee. A ribbon cutting ceremony took place on stage with the Commissioners, the County Administrator, and members of the Lancaster Fairfield and Pickerington Chambers.

State of the County Address

Aundrea Cordle, County Administrator, spoke about the progress of the county and its inspiring past and promising future. She stated that it is an honor to be a part of Fairfield County and all that it is doing for its residents. The new Levacy Center will continue to house the Fairfield County Health Department and Veterans Services will be moved to the newly named center.

Commissioner Steve Davis spoke about the Levacy Center and his admiration for Commissioner Levacy. He stated eliminating lease costs and being intentional about investments was part of the county's Strategic Plan. He also spoke about being at the Mid-Ohio Regional Planning Commission's (MORPC) Summit on Sustainability earlier in the morning. He spoke about his compassion for the issues around transportation, and about its relevance for sustaining growth, supporting the workforce, and supporting the essential needs of citizens of Fairfield County.

At MORPC's September 30th, 2025, Summit on Sustainability, Commissioner Davis received the Leadership in Mobility Award for his compassionate work on transportation needs and issues.

**State of the County #39 - 2025
Fairfield County Commissioners' Office
September 30, 2025**

Commissioner David Levacy spoke about the incredible honor of having the former Sheridan Center named after him. He also spoke about the Ohio Veterans Hall of Fame and Fairfield County Hall of Fame, along with new inductees Lance Meyer and Don McDaniel. He spoke of the importance of services provided by the Job and Family Services and the Child and Adult Protective Services teams. He stated, “We must continue to protect the most vulnerable in our population.” He spoke of his love for Fairfield County and its residents and stated there is nowhere he would rather live.

Commissioner Jeff Fix spoke about Commissioner Levacy's dedication and commitment to making Fairfield County the best place to live, work, and raise a family. He also spoke about the county's Strategic Plan and how it is helping businesses and residents, as well as townships and villages in Fairfield County. He thanked everyone who has been and will continue to be a part of the county's progress, including the mayors and trustees. He stated that the Commissioners' Office and all other county departments are working to put the county in the best possible position for the future. He asked attendees to imagine Fairfield County in the year 2050. He spoke about possibilities in infrastructure, housing, and workforce and concluded that a bright future will exist due to the activities currently taking place.

Adjournment

Commissioner Fix thanked everyone for attending and then adjourned the State of the County at 12:28 p.m.

Motion by: David Levacy Seconded by: Steve Davis
To approve the September 30th, 2025, minutes for the State of the County by the following vote:

YEAS: David Levacy, Steve Davis, and Jeff Fix
ABSTENTIONS: None

*Approved October 7, 2025

Jeff Fix Commissioner	Steve Davis Commissioner	David Levacy Commissioner
--------------------------	-----------------------------	------------------------------

Rochelle Menningen, Clerk

A resolution authorizing a fund to fund transfer to the Fairfield County Family Children First Council for Multi-Youth Committee, 4th payment for the 2025 Allocation

WHEREAS, the Board of Commissioners approved the 2025 Allocation of \$125,000 to be transferred quarterly; and

WHEREAS, it is necessary to transfer the 4th payment of 2025 to meet obligations.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the transfer of funds in the amount of \$31,250 hereby authorized as follows:

From: 12100149 700109 GRF transfers out
To: 60815920 439100 MSY transfers in

Prepared by: Staci Knisley

Signature Page

Resolution No. 2025-10.07.a

A resolution authorizing a fund to fund transfer to the Fairfield County Family
Children First Council for Multi-Youth Com mittee, 4th payment for the 2025 Allocation

(Fairfield County Com missioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted
upon by the Board of County Com missioners, Fairfield County, Ohio on the date noted above.

A resolution authorizing a fund to fund transfer for Fairfield County Job and Family Services (JFS) 4th quarter 2025 Allocation.

WHEREAS, the Board of Commissioners approved the 2025 Allocations for JFS to be disbursed in quarterly payments,

WHEREAS, it is necessary to transfer the cash to meet obligations.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the transfer of funds in the amount of \$75,188.55 hereby authorized as follows:

From: 12100149 700004 GRF mandated share Public Assist. transfers Out
To: 12201807 439100 Public Assistance Fund transfers in

Section 2. That the transfer of funds in the amount of \$428,783.32 hereby authorized as follows:

From: 12100149 700003 transfers out, CPS
To: 12207207 439100 Children Services Transfers in

Section 3. That the transfer of funds in the amount of \$51,396.41 hereby authorized as follows:

From: 12100149 700005 CSEA transfers out
To: 12201507 439100 CSEA transfers in

Prepared by: Staci Knisley
cc: Job & Family Services

Signature Page

Resolution No. 2025-10.07.b

A resolution authorizing a fund to fund transfer for Fairfield County Job and Family Services (JFS) 4th quarter 2025 Allocation.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution authorizing a fund to fund transfer for the 4th Quarter 2025 Allocation for the Multi County Juvenile Detention Center (MCJDC).

WHEREAS, the Board of Commissioners approved the 2025 Allocation of \$396,770 for MCJDC to be disbursed in quarterly payments, and

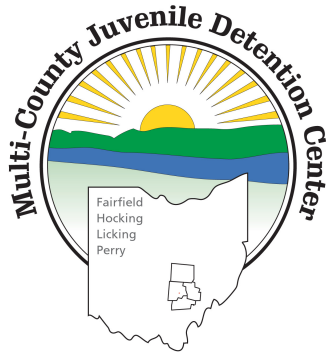
WHEREAS, it is necessary to transfer the cash to meet obligations.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the transfer of funds in the amount of \$98,924 hereby authorized as follows:

From: 12100149 700008 GRF transfers out
To: 73756401 439100 MCJDC transfers in

Prepared by: Staci Knisley
cc: Commissioners' Office, MCJDC



Dana Moore, Superintendent

INVOICE

TO: Fairfield County Board of Commissioners
ATTN: Stacy Knisley staci.knisley@fairfieldcountyohio.gov
FROM: Multi-County Juvenile Detention Center
Lancaster, Ohio 43130
DATE: January 23, 2025

Fairfield County share of costs, contributions to the District for operations for **2025:**

1ST QUARTER: \$99,192.50	2025-01.14.j \$100,000
2ND QUARTER: \$99,192.50	2nd quarter = \$98,923
3RD QUARTER: \$99,192.50	3rd quarter = \$98,923
4TH QUARTER: \$99,192.50	4th quarter = \$98,924

Total 2025 Contributions: **\$396,770.00**

made adjustments based on new information
1.23.2025 - SAK

**Please remit payment to: Multi-County Juvenile Detention Center
FUND TO FUND TRANSFER**

Thank you!

IN THE MATTER OF The approval of general revenue fund budget on the books of the Fairfield County Auditor
for the joint venture of the Juvenile Detention District, 2025 budget period

Whereas, the Fairfield County Auditor is the Fiscal Officer for the District, and

Whereas, the district has approved a 2025 budget for the joint venture's Center operation, and

Whereas, the Joint Board of Commissioners has authority to alter and set the legal level of control; and

Whereas, the Joint Board of Commissioners desires MCJDC appointing authority flexibility in determining the
best use of appropriating funds;

NOW, THEREFORE

BE IT RESOLVED by the joint Board of county Commissioners of the Fairfield, Hocking, Licking and Perry
Multi-County Juvenile Detention District, of the State of Ohio, that:

Section 1. The Joint Board of County Commissioners approves the following revenue budget for the Juvenile
Detention Center's general revenue budget for 2025:

73756401.433030	School Lunch Reimbursements	90,000
73756402.434020	School Tuition Reimbursements	686,245
73756403.433000	Grants, Intergovernmental Revenue	164,211
73756405.436200	Rental Income	602,250
73756406.438000	Other Refunds and Reimbursements	7,000
73756407.433015	Deposits from Licking County	1,472,689
73756408.433010	Deposits from Perry County	197,484
73756409.433020	Deposits from Hocking County	184,874
73756410.439100	Transfers from Fairfield County	396,770

Total revenue for 2025 is estimated at 3,801,523

Total Amount From Pooled Cash 826,650

Total 4,628,174

Section 2. The Joint Board of County Commissioners approves the following expenditure budget for the
Juvenile Detention Center's general revenue budget for 2025;
and approves the following legal level of control for the 2025 appropriation measure, for all funds
for which the Joint Board serves as the budget authority. For the General Revenue Fund, the
appropriation measure will be approved at the object level for the following line items.

73756401.511010	Salaries	2,538,585
73756401.521000	Health Insurance	663,230
73756401.521100	Life Insurance	5,000
73756401.522000	Medicare	36,809
73756401.523000	PERS	355,402
73756401.525000	Unemployment	20,000
73756401.526000	Workers Comp	50,772

and, for the General Revenue Fund, the appropriation measure will be approved at the category level for:

73756401.530000	Contractual Services	474,664
73756401.541000	Utilities	130,457
73756401.542000	Grounds and Maintenance	89,800
73756401.558000	Training/Travel	3,050
73756401.561000	General Office Supplies	4,000
73756401.563000	Food	132,355
73756401.574000	Equipment, Software & Fixtures	57,150
73756401.560000	Facility Materials & Supplies	21,550
73756401.561070	Resident Supplies	21,900
73756401.561030	Educational Supplies	3,750
73756401.561060	Uniforms	10,500
73756401.562000	Fuel	1,500
73756401.560570	Medical Supplies	7,400
73756401.561010	Postage	300

Total expenditures for 2025 is estimated at 4,628,174

Motion by Steve Duns Seconded by Ben Carpenter
that the resolution be adopted was carried by the following vote:

YEAS: 7 NAYS: 0 ABSTENTIONS: 0

X

X

X

X

X

Signature Page

Resolution No. 2025-10.07.c

A resolution authorizing a fund to fund transfer for the 4th Quarter 2025 Allocation for the Multi County Juvenile Detention Center (MCJDC).

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –1001 – General Fund - Auditor

WHEREAS, appropriations are needed to cover expenses for 2025 to cover employee benefits; and

WHEREAS, the Auditor’s Office has recently experienced personnel changes with an impact on employer contributions for health insurance and retirement; and

WHEREAS, an account-to-account transfer will allow proper classification of major expenditure object categories.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Fairfield County Board of Commissioners approves the transfer of appropriations into a major expenditure object category in the amount of \$28,500 as follows:

From:	10100100	Personal Services	\$28,500
To:	10100100	Fringe Benefits	

Prepared by: Beverly Hoskinson-Auditor’s Office, Financial Systems Director
cc: Carri L. Brown - Auditor

County Auditor Finance Department - Account to Account Transfer Appropriations –
(1001- General Fund - Auditor)

An appropriation is needed to cover all remaining expenditures for 2025.

An account to account transfer will allow for proper classification in the major Benefits expenditure object category account.

Request the County Auditor to transfer appropriations

From:

10100100 (org) 511010 (object) Salary, Employee \$ 28,500

To:

10100100 (org) 521000 (object) Health Insurance \$ 8,500

10100100 (org) 521100 (object) Life Insurance \$ 70

10100100 (org) 523000 (object) PERS \$ 19,930

Approvals:

Fiscal Officer Clerk



Elected Official or Department Supervisor or Department Designee

Date _____ 10/2/2025 _____

Exhibit D-10

Signature Page

Resolution No. 2025-10.07.d

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure
Object Category -1001 - General Fund - Auditor

(Fairfield County Auditor- Finance)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Auditor / REA; Fund # 2022, Real Estate

WHEREAS, additional appropriations are needed in the major expenditure object category for 2022, Real Estate; and

WHEREAS, appropriating from unappropriated will allow proper accounting in the major expenditure object category.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Fairfield County Board of Commissioners approves appropriating from unappropriated into the following major expenditure object category:

\$1,543,852.78; 10202200, Contract Services

Prepared by: Dave Burgei
cc:

**Appropriate from Unappropriated
For Auditor's Office Use Only:**

\$1,543,852.78

10202200; 530000; Contract Services

Signature Page

Resolution No. 2025-10.07.e

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Auditor / REA; Fund # 2022, Real Estate

(Fairfield County Auditor- Real Estate)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – 2022, Real Estate

WHEREAS, appropriations are needed to cover expenses for 2025; and

WHEREAS, an account-to-account transfer will allow proper classification of major expenditure object categories.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Fairfield County Board of Commissioners approves the transfer of appropriations into a major expenditure object category in the amount of \$5,300.00 as follows:

From:	10202200	Contract Services
To:	10202200	Personal Services

Prepared by: David Burgei
cc:

**Account-to-Account Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$ 5,300.00

From: 10202200, 550460, Conference; \$5,300.00

To: 10202200, 514010, Vacation Payout; \$5,300.00

Signature Page

Resolution No. 2025-10.07.f

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure
Object Category – 2022, Real Estate

(Fairfield County Auditor- Real Estate)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution to Approve Additional Appropriations by Appropriating from Unappropriated into a Major Expense Object Category – Fund 2588, Voter Registration

WHEREAS, additional appropriations are necessary for future obligations and payments, and

WHEREAS, appropriating from unappropriated into major expense categories of contractual services for 51258800 is necessary for expenses.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Fairfield County Board of Commissioners approves appropriating from unappropriated funds into a major expenditure category in the amount of \$4,300.00; for Fund #2588; ORG #51258800; Contractual Services.

Prepared by: Deanna Cypryla

**Additional Appropriations
For Auditor's Office Use Only:**

Section 1: Total Additional Appropriations of \$4,300.00

51258800; 530000, Contractual Services; \$4,300.00

Section 2: Please issue an Amended Certificate in the amount of \$4,300.00 to the credit of Fund #2588

Section 3: Request that the Fairfield County Auditor, on behalf of the Budget Commission, update the following receipt lines: 51258800; 433400; \$4,300.00

Signature Page

Resolution No. 2025-10.07.g

A Resolution to Approve Additional Appropriations by Appropriating from
Unappropriated into a Major Expense Object Category – Fund 2588, Voter Registration

(Fairfield County Board of Elections)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted
upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to appropriate from unappropriated funds in a major expenditure object category, fund to fund transfer to the General Fund, and Closing out Fund# 2888 Maddie's Fund for Dog Shelter.

WHEREAS, the Auditor's Office recommended that Fund# 2888, Maddie's Grant be closed out due to no activity; and

WHEREAS, cash and unappropriated monies of \$3,000 still exist in Fund# 2888, Maddie's Fund for the Dog Shelter; and

WHEREAS, an appropriation of unappropriated funds is needed to transfer the cash to the general fund to close out the fund; and

WHEREAS, to appropriate from unappropriated will allow proper accounting in the major expenditure object category and a fund to fund transfer will transfer the remaining cash to the general fund.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. The Fairfield County Board of Commissioners appropriate from unappropriated into the following category of contractual services:

\$3,000 12288800 transfers

Section 2. Request the Auditor process the following fund to fund transfer:

\$3,000

from: 12288800 700000 transfers

to: 00100110 4391000 intergovernmental transfers

Section 3. Request that the Auditor close Fund# 2888.

A resolution to appropriate from unappropriated funds in a major expenditure object category, fund to fund transfer to the General Fund, and Closing out Fund# 2888 Maddie's Fund for Dog Shelter.

For Auditor's Office Use Only:

Section 1. \$ 3,000 12288800 700000 transfers

Section 3. Close out fund# 2888.

Signature Page

Resolution No. 2025-10.07.h

A resolution to appropriate from unappropriated funds in a major expenditure object category, fund to fund transfer to the General Fund, and Closing out Fund# 2888 Maddie's Fund for Dog Shelter.

(Fairfield County Dog Shelter)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution authorizing an account to account transfer for the adjustment of Personal Services and Materials and Supplies.
[Domestic Relations Court]**

WHEREAS, the 2025 budget anticipates expenditures for Personal Services and Materials and Supplies; and

WHEREAS, certain line item expenditures within the fund were not anticipated during the budget planning process; and

WHEREAS, an account to account transfer will allow proper classification of major expenditure object categories;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the transfer of appropriations in the amount of \$10,000.00 is hereby authorized as follows:

FROM:	15100100	Capital Outlay	\$10,000.00
TO:	15100100	Personal Services	\$8,000.00
	15100100	Materials and Supplies	\$2,000.00

Prepared by: Lori Lovas
cc: Domestic Relations Court

For Auditor’s Office Use Only:

Section 1.

FROM:	<u>15100100</u>	574000 (Equipment, Software & Fixtures)	
			\$10,000.00
TO:	<u>15100100</u>	511010 (Salary, Employees)	<u>\$8,000.00</u>
	15100100	561000 (General Office)	<u>\$2,000.00</u>

Signature Page

Resolution No. 2025-10.07.i

A resolution authorizing an account to account transfer for the adjustment of
Personal Services and Materials and Supplies. [Domestic Relations Court]

(Fairfield County Domestic Relations Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted
upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution authorizing the execution and delivery of a development agreement between the County, the Village of Millersport, Karis Critical CMH, LLC, and Vantage Data Centers Management Company; and approving related materials

WHEREAS, Fairfield County, Ohio (the "County") has encouraged the development of commercial and industrial structures within its boundaries, which development would result in the creation and retention of employment opportunities in the County; and,

WHEREAS, Vantage Data Centers Management Company (the "Company") intends to acquire (or has acquired) certain real property described more particularly on Exhibit A (the "Property") on which the Company proposes to develop, construct (in one or more phases) and operate one or more data center(s) and/or other facilities as well as certain accessory uses or buildings located on the Property and other related or associated uses, buildings, infrastructure or structures such as (but not limited to) utility buildings, structures and appurtenances located on, adjacent to or near the Property that are reasonably related to the data center, including power facilities (collectively, the "Project"); and,

WHEREAS, the development agreement (the "Development Agreement") outlines the local economic development incentives and support that the Project is expected to receive from the Village or County, as applicable, which include: (1) a 15-year 100% property tax abatement in the form of a Community Reinvestment Area ("CRA") agreement for the data center property; (2) a 15-year 100% property tax abatement in the form of an enterprise zone agreement ("EZ") for the power facility property; (3) a 30-year TIF to reimburse public infrastructure improvements; and (4) certain other non-financial assistance; and,

WHEREAS, the Development Agreement also outlines the community benefits and certain other obligations of the Company and Karis Critical CMH, LLC ("Karis"), including certain minimum payments in lieu of taxes by the Company and certain contributions by Karis; and,

WHEREAS, it is anticipated that the development of the Project will create jobs and otherwise stimulate economic growth in the County, and after careful review and deliberation, the County has determined that it is in the County's best interest and in the public interest of its citizens to enter into this Development Agreement to provide certain assurances to the Company and the Project to induce the Company to develop the Project on the Property; and,

A Resolution authorizing the execution and delivery of a development agreement between the County, the Village of Millersport, Karis Critical CMH, LLC, and Vantage Data Centers Management Company; and approving related materials

WHEREAS, the Village of Millersport (the "Village"), by Ordinance No. 877, adopted July 22, 2025, has approved the terms of the Development Agreement and authorized its execution on behalf of the Village; and,

WHEREAS, this Board desires to approve the execution of the Development Agreement, substantially in form attached to this Resolution as Exhibit B, incorporated by reference.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. The Development Agreement between County, Village, Company and Karis, substantially in the form attached to this Resolution as Exhibit B, is hereby approved and authorized, with changes or amendments thereto not inconsistent with this Resolution and not substantially adverse to the County, as determined by this Board, and any other documents necessary to implement the Development Agreement, on behalf of the County. This Board is authorized to implement the Development Agreement on behalf of the County.

Section 2. It is found that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution shall become effective immediately upon its passage.

Prepared by: Rick Szabrak
cc: Economic and Workforce Development

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made this ____ day of July, 2025 (the “**Effective Date**”), by and among the Village of Millersport (the “**Village**”), Fairfield County (the “**County**”), Karis Critical CMH, LLC (“**Karis**”) and Vantage Data Centers Management Company, LLC (together with its affiliate Sierra Realty Investments, LLC or such other single asset real estate entity acquiring the Property (as defined herein), the “**Company**”) and its successors, transferees or assigns. The Village, the County, Karis and the Company are referred to herein as the (“**Parties.**”).

WITNESSETH:

WHEREAS, the Company intends to acquire (or has acquired) certain real property described more particularly on Exhibit A (the “**Property**”) on which the Company proposes to develop, construct (in one or more phases) and operate one or more data center(s) and/or other facilities as well as certain accessory uses or buildings located on the Property and other related or associated uses, buildings, infrastructure or structures such as (but not limited to) utility buildings, structures and appurtenances located on, adjacent to or near the Property that are reasonably related to the data center, including power facilities (collectively, the “**Project**”);

WHEREAS, the success of the Project depends upon the long-term commitment of substantial resources of the Company and the Village and the careful integration and coordination of Project and public capital facilities, planning, financing and construction schedules, and the Company and the Village wish to enter into this Agreement to obtain and provide assurances and agreements from each other before making a determination to invest substantial Company and Village resources;

WHEREAS, development of the Project on the Property will involve a substantial commitment of private capital by the Company, which commitment the Company is unwilling to make without certain assurances that (i) the Project will be adequately entitled to permit necessary development and operations; (ii) water and sewer service of adequate quantity and quality, provided at the standard rates set forth by the Village codified ordinances, will be available to the Project as set forth in this Agreement, and (iii) other necessary public infrastructure will be available to facilitate and support the development and operation of the Project as provided in this Agreement;

WHEREAS, this Agreement outlines the local economic development incentives and support that the Project is expected to receive from the Village or County, as applicable, which include: (1) a 15-year 100% property tax abatement in the form of a Community Reinvestment Area (“**CRA**”) agreement for the data center property; (2) a 15-year 100% property tax abatement in the form of an enterprise zone agreement (“**EZ**”) for the power facility property; (3) a 30-year TIF to reimburse public infrastructure improvements; and (4) certain other non-financial assistance (collectively, the “**Local Incentives**”);

WHEREAS, this Agreement also outlines the community benefits and certain other obligations of the Company and Karis, including certain minimum payments in lieu of taxes by the Company and certain contributions by Karis;

WHEREAS, the Parties anticipate that the development of the Project will create jobs and otherwise stimulate economic growth in the Village, and after careful review and deliberation, the Village has determined that it is in the Village's best interest and in the public interest of its citizens to enter into this Agreement to provide certain assurances to the Company and the Project to induce the Company to develop the Project on the Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged by the Parties, the Village, the County, the Company and Karis hereby agree the above recitals are incorporated and made a part of this Agreement, and the Parties further agree as follows:

ARTICLE I **APPROVAL PROCEDURES**

1.1 Village Council Action. The Village Council on July 22, 2025, adopted Resolution No. _____, effective immediately upon adoption, which Resolution provides Village Council's approval of this Agreement and authorizes its execution on behalf of the Village.

1.2 County Commissioners Action. The County Commissioners of Fairfield County on _____, adopted Resolution No. _____, effective immediately upon adoption, which Resolution provides the County Commissioner's approval of this Agreement and authorizes its execution on behalf of the County.

ARTICLE II **ENTITLEMENTS**

2.1 Entitlement to Develop. As set forth in Exhibit B, certain actions have been or will be taken by the County and by the Village (whether by staff or any board or commission) to authorize the Project (collectively, the "**Project Approvals**"). The Property is in the process of being annexed to the Village (the "**Annexation**") and a rezoning is pending to rezone the Property to LM Light Manufacturing following Annexation (the "**Rezoning**"). Following Annexation and Rezoning, the Company will have the vested right to develop the Project under the Applicable Rules (as defined in Section 2.2 below), subject to the terms and conditions of the Enabling Projects (defined below), Applicable Rules and Project Approvals. The Company's vested rights shall include, without limitation, the right to remodel, renovate, rehabilitate, rebuild, or replace the Project or any portion thereof (including without limitation the right to replenish equipment used in operating the Project) throughout the Term for any reason, including, without limitation, in the event of damage, destruction, or obsolescence of the Project or any portion thereof, all subject to the Applicable Rules.

In conjunction with the Project Approvals, the County and the Village as applicable agree to review and process permit applications for work on the Property that is necessary for vertical construction

(the “**Enabling Projects**”) prior to completion of the Annexation and the Rezoning, to the extent allowed applicable laws, rules and regulations. For purposes of this Agreement, “Enabling Projects” shall include but not be limited to: i) re-plat of the Property to eliminate a previously recorded subdivision plat and create two (or more) separate parcels to allow for the development of two Project phases; ii) a mass earthwork plan; iii) grading permits; iv) utility and similar infrastructure installation; v) floodplain and wetland mitigation; vi) roadway and access construction; and vii) water, sewer or stormwater facilities construction. Following completion of the Annexation and the Rezoning, the County and the Village will continue to work together to process and issue, in accordance with the Applicable Rules (defined below), the necessary permits to allow for vertical construction as more fully detailed on Exhibit B attached hereto.

2.2 Changes in Applicable Rules. No addition to, or modification of, the Applicable Rules including, without limitation, any zoning or building regulation if such adopted or effective after the Effective Date, shall be applied to the Project or the Property if such regulation is more restrictive or otherwise has a material negative on the Project; provided, however, that any applicable State of Ohio building codes in effect at the time of any application for a building permit shall govern. “**Applicable Rules**” means all of the rules, regulations, ordinances, official policies of the County or the Village as applicable; provided that the Applicable Rules shall not include any new or modified County or Village rules, regulations, ordinances, or official policies enacted after the Effective Date of this Agreement with the express or inferred intent to specifically and inequitably target the Project or the Property. The Village will not target and Village staff will not support any attempts to target the Project with future changes in law or special assessments, taxes or charges that discriminate against the Project.

2.3 Project Approvals. The Enabling Projects and Project Approvals as set forth on Exhibit B are the only permits and/or approvals that are required to complete the development of the Project under the Applicable Rules based on the County’s and the Village ’s understanding of the project scope at this time.

2.4 Expedited Review. The County and the Village shall reasonably expedite processing of all Enabling Projects and Project Approvals (including staff review and processing as well as actions by boards and commissions, if any) and any other approvals or actions requested by the Company to develop and to operate the Project in accordance with the timeframes set forth on Exhibit B, all in accordance with the Applicable Rules. To the extent necessary to meet the timeframes set forth on Exhibit B, the County and the Village will hire third party consultants, the costs of which will be reimbursed by the Company pursuant to Sections 2.6 and 2.7 below.

2.5 Timing and Rate For Development. The Parties acknowledge that as of the Effective Date, the Company cannot predict if, when or at what rate development of the Project will occur. The timing and rate for development of the Property will depend upon numerous factors outside of the control of the Company, such as market orientation and demand, competition, availability of qualified laborers to construct, and/or weather conditions. The Company may develop the Project in such order and at such rate and times as the Company deems appropriate within the exercise of its sole and absolute discretion, subject to the Applicable Rules and the Project Approvals and the Enabling Projects. However, the Parties shall mutually agree on the schedule for all public infrastructure work, including, but not limited to design and construction for the Village Infrastructure Improvements (defined herein) performed by the Village. The Parties further agree

that the Village shall be entitled to an extension of time for any delays that occur on the work being performed by the Village. The Village acknowledges that this right is consistent with the intent, purpose, and understanding of the Parties. Nothing in this Agreement shall be construed to require the Company to proceed with the development of the Project or any portion thereof.

2.6 Essential Services Reimbursement. Within thirty (30) days of the Effective Date of this Agreement, the Village and the County shall provide to the Company an invoice with supporting documentation showing all attorney fees, engineering fees (to the extent not included in Village Infrastructure Improvements Cost), administrative fees and other similar third party, out-of-pocket costs (the “**Third Party Professional Fees**”) that have reasonably been incurred by the Village and the County as a result of the Project, including, but not limited to Third Party Professional Fees related to the Enabling Projects, through the Effective Date of this Agreement. Upon its review and approval of the invoice, which shall not be unreasonably withheld, the Company shall thereafter pay said invoice within sixty (60) days of receipt.

2.7 Essential Services Deposit. As a result of the continued development and regularly scheduled meetings with the Company and the performance of the Enabling Projects, the Village and the County have incurred and will continue to incur significant and irregular Third Party Professional Fees. The Company, the Village, and the County agree that as a result of these fees, an escrow shall be created for the benefit of the Village and the County with North Valley Bank or another mutually agreeable financial institution to reimburse the Village and the County for said Third Party Professional Fees reasonably incurred as a result of the Project. At such time as the Company pays the Third Party Professional Fees as set forth in Paragraph 2.6 herein, the Company shall deposit with the Village and the County a total of One Hundred Thousand Dollars (\$100,000.00) to be held in escrow (the “**Third Party Professional Fees Escrow**”). Thereafter, the Village and the County may withdraw funds from the Third Party Professional Fees Escrow for the purpose of paying Third Party Professional Fees reasonably incurred as a result of the Project at the time fees are due. Beginning with the first withdrawal of funds from the Third Party Professional Fees Escrow, by the last day of the following month, the Village and the County shall provide the Company with: i) an accounting of the Third Party Professional Fees Escrow to date; and ii) an estimated budget for Third Party Professional Fees to be incurred through the processing of the upcoming Project Approvals or related agreements. Following its review and approval, which shall not be unreasonably withheld, of i) and ii) in the preceding sentence, the Company shall then deposit with the Village and the County the amount identified on said estimated budget less any funds remaining in the Third Party Professional Fees Escrow. Thereafter, the Village and the County may withdraw funds from the Third Party Professional Fees Escrow for the purpose of paying Third Party Professional Fees reasonably incurred as a result of processing the one or more of the Project Approvals or related agreements for the Project. At such time of the above-mentioned Project Approval or related agreements, the Village and the County will provide an accounting of the Third Party Professional Fees Escrow to the Company. If funds are remaining in the Third Party Professional Fees Escrow, said funds shall remain in escrow to be used for subsequent approvals or related agreements. If the Third Party Professional Fees exceed the Third Party Professional Fees Escrow, the Village shall issue a detailed invoice (and provide supporting documentation if applicable) to the Company for any additional funds owed for Company’s review and approval. Said additional funds owed must be paid by the Company within thirty (30) days of a complete request submission, and if not timely paid then no additional Project Approval or related agreement will be issued or entered into by the Village or the County until the additional

funds are paid. The foregoing process shall be used for all subsequent Project Approvals or related agreements requested as part of the Project, with the Village and the County providing for Company's review and approval a current accounting of the Third Party Professional Fees Escrow and an estimated budget of Third Party Professional Fees at such time as the Company submits an approval or related agreement request and the Company depositing the amount of the estimated budget less funds remaining in the Third Party Professional Fees Escrow with the Village and the County to be held as part of the Third Party Professional Fees Escrow. Upon receipt or execution of the last Project Approval or related agreement requested for the Project, any funds remaining in the Third Party Professional Fees Escrow will be refunded to the Company. The Village and the County shall select all providers of the third party professional services it engages under this article consistent with the rules and regulations of the Village and applicable state law, including procurement law, and free from any conflicts of interest with Village and County representatives, employees, or elected officials. The Company retains the right to decline reimbursement for any Third Party Professional Fees from the Third Party Professional Fees Escrow, if such Third Party Professional Fees were incurred in violation of the requirements set forth herein.

2.8. Village Infrastructure Improvements Reimbursement. Within thirty (30) days of the Effective Date of this Agreement, the Village and the County shall provide to the Company an invoice with supporting documentation showing all the reasonable and necessary costs associated with Village Infrastructure Improvements as set forth in Paragraph 4.1. herein (the “**Village Infrastructure Improvements Costs**”) that have reasonably been incurred by the Village and the County as a result of the Project through the Effective Date of this Agreement. Upon its review and approval of the invoice, which shall not be unreasonably withheld, the Company shall thereafter pay said invoice within sixty (60) days of receipt.

2.9 Village Infrastructure Improvements Deposit. As a result of the continued development and regularly scheduled meetings with the Company, the Village and the County will continue to incur significant additional Village Infrastructure Improvements Costs after the Effective Date of this Agreement. The Company and the Village agree that as a result of these costs, an escrow shall be created for the benefit of the Village to pay for said Village Infrastructure Improvements Costs to reasonably be incurred as a result of the Village Infrastructure Improvements work being performed by the Village for the Project. At such time as the Company pays the Village Infrastructure Improvements Costs as set forth in Paragraph 2.8 herein, the Company shall deposit with the Village and the County an initial amount of One Million Dollars (\$1,000,000.00) to be held in escrow at North Valley Bank or another mutually agreeable financial institution (the “**Village Infrastructure Improvements Escrow**”). Additionally, the Company shall make additional deposits into the Village Infrastructure Improvements Escrow in accordance with this Agreement, including, but not limited to Section 4.1.B.

Thereafter, the Village may withdraw funds from the Village Infrastructure Improvements Escrow for the purpose of paying Village Infrastructure Improvements Costs reasonably incurred as a result of the Project at the time costs are due or as otherwise necessary for the Village to certify the available funds for each Professional Services Agreement and Construction Agreement (as defined herein), including cost related to any claims arising out of or are related to work performed for the Village Infrastructure Improvements. At the time the Village and the Company execute the Amendment for the Village Infrastructure Improvements, the Village shall provide the Company with: i) an accounting of the Village Infrastructure Improvements Escrow to date; and ii) an

estimated budget for the Village Infrastructure Improvements Costs to be incurred. Following its review and approval, which shall not be unreasonably withheld, of i) and ii) in the preceding sentence, the Company shall then deposit with the Village the amount identified on said estimated budget less any funds remaining in the Village Infrastructure Improvements Escrow. Following the procurement of the Professional Service Provider(s) and the Contractor(s) for the Village Infrastructure Improvements, if it is determined that the amounts in the estimated budget are less than the amounts required to be deposited by Company in the Village Infrastructure Improvements Escrow in accordance with Section 4.1.B.1 for the Professional Services Agreement(s) and Professional Services Contingency and Section 4.1.B.2 for the Construction Agreement(s) and Construction Contingency, the Company shall deposit additional amounts into the Village Infrastructure Improvements Escrow to meet the requirements in Section 4.1. Thereafter, the Village may withdraw funds from the Village Infrastructure Improvements Escrow for the purpose of paying Village Infrastructure Improvements Costs reasonably incurred as a result of completing the Village Infrastructure Improvements for the Project. At such time the design and construction of the Village Infrastructure Improvements have been finally completed, including the resolution of any claims, the Village will provide an accounting of the Village Infrastructure Improvements Escrow to the Company. If the Village Infrastructure Improvements Costs exceed the Village Infrastructure Improvements Escrow, the Village shall issue an invoice and provide supporting documentation to the Company for any additional funds owed for Company's review and approval, which shall not be unreasonably withheld. Said additional funds owed must be paid within 30-days of receipt of the invoice by Company. The foregoing process shall be used for other improvements, if any, performed by the Village as part of the Project. Upon completion of the Village Infrastructure Improvements, any funds remaining in the Village Infrastructure Improvements Escrow will be refunded to the Company.

ARTICLE III

LANDSCAPING AND SCREENING REQUIREMENTS

3.1 For those Property perimeter boundaries which abut: i) public right of ways; or ii) properties containing existing residential uses or have a zoning classification which permits the development and operation of residential uses thereon that are not owned by the Company, a minimum six (6) foot high mound shall be installed along the property line and shall include a landscape buffer on the mound which shall consist of a mixture of deciduous trees, evergreens and bushes to provide an opacity of 75% on the date that is 5 years after planting to a total height of 10 feet above ground level. These mounds shall be installed within the minimum setback area as required by the LM Light Manufacturing zoning district and may encroach on the abutting property if that owner is in agreement with the mound's installation on his/her property. The plan for these areas must be reviewed and approved by Village Administrator. If there are existing trees within the foregoing-described perimeter areas and the Village Administrator recommends preservation of them, the mounding may be omitted and the existing trees may be utilized as the required screening. The requirement for 75% opacity 5 years after installation is still applicable with this alternative and, therefore, if necessary, additional landscaping materials (i.e., deciduous trees, evergreens or bushes) shall be planted along those perimeter boundary areas to meet the 75% opacity requirement. Utilities and permitted access drives may be placed within or cross through perimeter boundaries which abut public rights of way or residentially zoned and used properties

and the screening provided in this paragraph, provided, however, that the Company shall use good faith efforts to place utilities in a manner that minimizes the impact on the required screening.

ARTICLE IV

INFRASTRUCTURE IMPROVEMENTS

4.1 Infrastructure Design and Construction.

A. Water and Sewer Services and Improvements:

1. The Village and the Company acknowledge that the Project requires the ability to discharge, treat, and transport wastewater of between 5,900 and 23,590 gallons per day per building (depending on the size of the building) with a flow rate that is not less than 75 gallons per minute per building, for up to seven (7) buildings for a total of 91,435 gallons per day for the data center plus an estimated 400,000 gallons per day for the fully built-out natural gas facility (the “**Company’s Sewer Need**”).
2. The Village and the Company acknowledge that the Project requires potable water and a 12-inch waterline to provide sufficient flow to meet the demands of between 3,620 and 15,270 gallons per day per building (depending on the size of the building) with a flow rate that is not less than 1,000 gallons per minute per building, for up to seven (7) buildings for a total of 56,995 gallons per day for the data center plus an estimated 30,799 gallons per day for the first 100MW and 520,000 gallons per day for the full build-out of the natural gas facility (the “**Company’s Water Need**”).
3. As a result of the Project, improvements are needed to the Village’s water and wastewater service infrastructure, including the construction of new water transmission lines and new sewer transmission lines (the “**Company Infrastructure Improvements**”), and the construction of a new water storage tank, a new sewer treatment plant, and improvements to the Village’s existing water treatment plant (the “**Village Infrastructure Improvements**”). Collectively, the Company Infrastructure Improvements and the Village Infrastructure Improvements are the “**Infrastructure Improvements**”.
4. The Village has sufficient capacity to meet the requirements for the initial phase of the Project consistent with Appendix 1, but the Infrastructure Improvements will be needed to meet the Company’s Water Need and the Company’s Sewer Need. To identify the Infrastructure Improvements needed to meet the Company’s Water Need and the Company’s Sewer Need, the Village and the County, as applicable, will conduct a comprehensive water and wastewater improvements analysis (the “**Water/Wastewater Improvements Analysis**”). The Company will pay all costs associated with the Water / Wastewater Improvements Analysis. The Water/Wastewater Improvements Analysis will result in a proposed detailed written plan defining the scope, cost, and schedule for engineering and constructing the required Infrastructure Improvements (the “**Water / Wastewater Infrastructure Improvements Plan**”).

5. Once the Water / Wastewater Infrastructure Improvements Plan is reviewed jointly and mutually agreed to by the Village and the Company, the parties will enter into one or more amendments to this Agreement (substantially in the form of Appendix 2) for the Company Infrastructure Improvements and the Village Infrastructure Improvements. The Amendment(s) will identify engineering and construction responsibilities, an engineering and construction timeline, and the process by which the Company will reimburse the Village for the mutually agreeable reasonable and necessary engineering and construction costs for the Village Infrastructure Improvements as identified in the Water / Wastewater Infrastructure Improvements Plan. For clarity, the Village will construct the Village Infrastructure Improvements and the Village will follow all applicable procurement laws, and to the extent possible, the Village will complete a competitive construction bid, construction manager at-risk, or design-build process to determine what entity will design and construct the Village Infrastructure Improvements. The Company agrees that it shall pay for said Village Infrastructure Improvements Costs by depositing funds into the Village Infrastructure Improvements Escrow in accordance with Paragraph 4.1.B. The Village will require performance bonds when appropriate or required by law. The Village will engage all providers of the third party services consistent with the rules and regulations of the Village and all applicable state procurement and other laws, and free from any conflicts of interest with Village representatives, employees, or elected officials. The Company retains the right to decline reimbursement for any fees and costs under this article, if such fees and costs were incurred in violation of the requirements set forth herein or were determined to be unreasonable and unnecessary by a third party.
6. The Amendment(s) shall specify that the Village will cause the design and construction of all improvements required for the Village Infrastructure Improvements, and Company shall be responsible for all Village Infrastructure Improvements Costs.
7. The Company will timely pay for its actual water and wastewater usage at non-discriminatory rates.
8. In addition to reimbursement from the TIF (as described below), the Company will be entitled to recoup costs of the Infrastructure Improvements in the event that third party non-residential users connect to and benefit from either the water transmission lines, any capacity that is not used by the Company for the Project, or any infrastructure funded by the Company that obviates the need for or reduces Water / Wastewater Infrastructure-related costs of such third party non-residential users so that Company will not be obligated to pay for costs over and above its fair share of benefits received from such Water / Wastewater Infrastructure as reasonably determined by the Village.

B. Village Infrastructure Improvements

1. The Village will engage all design, testing, consulting, and other professionals (the “**Professional Service Providers**”) for the Village Infrastructure Improvements in a manner consistent with the rules and regulations of the Village and all applicable state

procurement and other laws, and free from any conflicts of interest with Village representatives, employees, or elected officials. The Professional Service Providers shall be engaged on a fixed sum, or not-to-exceed sum, basis of compensation, and prior to the Village entering into any agreements with Professional Services Providers (the “**Professional Services Agreement**”) necessary for the Village Infrastructure Improvements, and to the extent that the Company has not already deposited sufficient funds in the Village Infrastructure Improvements Escrow in accordance with Section 2.9, the Company shall deposit the full contract sum for each Professional Services Agreement into the Village Infrastructure Improvements Escrow. At the same time, the Company shall also deposit an amount equal to 20% of the contract sum of each Professional Services Agreement (the “**Professional Services Contingency**”) into the Village Infrastructure Improvements Escrow for additional costs incurred related to the Professional Services Agreement. To the extent that the Professional Services Contingency for a Professional Services Agreement is exceeded at any point during the term of the Professional Services Agreement, upon receipt of an invoice from the Village, the Company shall deposit an amount equal to the original amount of the Professional Services Contingency into the Village Infrastructure Improvements Escrow.

2. The Village will follow all applicable procurement laws, and to the extent possible, the Village will utilize a competitively bid, construction manager at risk or design-build procurement process to select a contractor(s) to construct the Village Infrastructure Improvements (the “**Contractors**”). Prior to the Village entering into any agreements with the Contractor(s) for the construction of the Village Infrastructure Improvements (the “**Construction Agreement**”) necessary for the Village Infrastructure Improvements, and to the extent that the Company has not already deposited sufficient funds in the Village Infrastructure Improvements Escrow in accordance with Section 2.9, the Company shall deposit the full contract sum for each Construction Agreement into the Village Infrastructure Improvements Escrow. The Company shall also deposit an amount equal to 20% of the contract sum of each Construction Agreement into the Village Infrastructure Improvements Escrow for additional costs incurred related to the Construction Agreement (the “**Construction Contingency**”). To the extent that the Construction Contingency for a Construction Agreement is exceeded at any point during the term of the Construction Agreement, the Company shall deposit an amount equal to the original amount of the Construction Contingency into the Village Infrastructure Improvements Escrow. Upon completion of the Village Infrastructure Improvements, any funds remaining in the Village Infrastructure Improvements Escrow will be refunded to the Company.

C. Company Infrastructure Improvements.

1. The Company shall design and construct the Company Infrastructure Improvements. The Company agrees to convey any portion of the Company Infrastructure Improvements consisting of real property or improvements to real property outside the Property to the Village by recording of a plat, conveyance by deed, or other instrument of conveyance or after completion of the Company Infrastructure Improvements. The

Company and the Village will cooperate to minimize the Company Infrastructure Improvements on the Property. The Village agrees to grant and convey to the Company non-exclusive easements over land and easements owned or controlled by the Village as may be needed by the Company (including the Company's representatives or contractors) for the Project, and the Village and County agree to acquire such easements as necessary for the Company Infrastructure Improvements, and each Party will be responsible for its work on the other Party's property. For all Company Infrastructure Improvements constructed on the Property (which the Parties agree will be within 50' of the Property line), the Company shall provide non-exclusive easements over the Property, in a size and location reasonably acceptable to the Village and County, to allow the Village and County to access and maintain the Company Infrastructure Improvements.

2. The Company shall be responsible for all costs related to the Company Infrastructure Improvements, including reimbursement of reasonable costs of the Village or County acquiring any easements needed for the Company Infrastructure Improvements.
3. The Company covenants to keep the Company Infrastructure Improvements free of all liens asserted by mechanics, materialmen, and laborers providing work and materials related to the Company Infrastructure Improvements. In the event that any lien affidavits are recorded against the Company Infrastructure Improvements at the conclusion of the Company Infrastructure Improvements, the Company agrees that it shall within a reasonable time of receipt of a request from the Village, bond off any such lien, as provided in Section 1311.311 of the Ohio Revised Code, and cause the recorded lien to be released.
4. The Company warrants to the Village that the materials furnished in connection with the Company Infrastructure Improvements shall be of new and of good quality and that the work performed to complete the Company Infrastructure Improvements shall be free from material defects not inherent in the quality required or permitted. The Company or its assignee shall assign and provide to the Village all manufacturer's warranties related to the materials and labor used to complete the Company Infrastructure Improvements. Upon proper completion and successful testing of any portion of the Company Infrastructure Improvements, the Company will dedicate that properly completed and successfully tested portion of the Company Infrastructure Improvements to the Village, and the Village will promptly (within 30 days) accept the completed improvement(s).
5. Insurance. During the construction of the Company Infrastructure Improvements the Company shall maintain the following insurance coverage on each portion of the work until such time as such portion of the work is accepted by a governmental entity: (i) commercial general liability insurance in amounts not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) automobile liability insurance with a combined single limit of \$1,000,000 per accident for bodily injury and property damage; and (iii) worker's compensation insurance as required by any applicable law or regulation. Such insurance policies shall name the Village and the County as an

additional insureds and certificate holders and further provide that the Village and the County will be given a minimum of thirty (30) days written notice prior to any cancellation of the coverage provided.

6. The Company shall require its contractor agree to promptly correct at no cost to the Village any work performed related to the Company Infrastructure Improvements that is identified as defective within one year after the date of acceptance of the Company Infrastructure Improvements by the Village, at which time the warranty (and any construction bonds) will be assigned to the Village.
7. The Company shall indemnify, defend, and hold harmless the Village and County, their agents, and employees from and against any and all lawsuits or claims for damages or losses arising out of or resulting from the Company Infrastructure Improvements work, but only to the extent that such lawsuits or claims for damages or losses result from the Company's negligence, willful misconduct, or fraud by the Company, its contractors, subcontractors, agents, employees or representatives. The Company shall promptly reimburse the Village and County and their successors and assigns for the reasonable cost, expense, or attorney's fees incurred, if any, on account of any such suit or claim incurred in enforcing the terms of this Section.
8. The Company and the Village acknowledge and agree that portions of the Company Infrastructure Improvements may be subject to the prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. To the extent that prevailing wage applies, the Company covenants that all wages paid to laborers and mechanics employed on those portions of the Company Infrastructure Improvements shall be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by such portion of the Company Infrastructure Improvements, which wages shall be determined in accordance with the requirements of Chapter 4115 of the Ohio Revised Code. The Company shall require all contractors working on such portions of the Company Infrastructure Improvements to comply with all applicable requirements of Chapter 4115 of the Ohio Revised Code including, without limitation, (i) obtaining from the Ohio Department of Industrial Relations a determination of the prevailing rates of wages to be paid for all classes of work called for by the Company Infrastructure Improvements; (ii) obtaining the designation of a prevailing wage coordinator for the Company Infrastructure Improvements; and (iii) insuring that all subcontractors received notification of changes in prevailing wage rates as required by Chapter 4115 of the Ohio Revised Code.
9. The Company shall, acting through licensed and qualified third parties, perform the engineering services needed to prepare the plans and specifications for the Company Infrastructure Improvements. The Village shall have reasonable approval rights over the plans and specifications. At least thirty (30) days prior to obtaining bids for the Company Infrastructure Improvements, the Company shall provide to the Village a complete copy of the bid documents, which the Village shall review and provide any comments to within a commercially reasonable period of time. The Company and

Village shall mutually agree on any revisions necessary to the bid documents for the Company Infrastructure Improvements.

ARTICLE V **ENCUMBRANCES**

5.1 **Encumbrances on the Property.** The Parties hereto agree that this Agreement shall not prevent or limit the Company from encumbering the Property or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more mortgages, deeds of trust, sale and leaseback, or other form of secured financing (“**Mortgage**”) with respect to the construction, development, use or operation of the Project and parts thereof. The Village shall execute and deliver such documents and instruments as are reasonably requested by Company in connection with obtaining, modifying or releasing any such Mortgage within thirty (30) days of request therefor.

ARTICLE VI **INCENTIVES AND COMMUNITY BENEFITS**

6.1 **Local Incentives.**

- A. **CRA.** The Parties agree to enter into a CRA agreement, pursuant to Sections 3735.65 et seq. of the O.R.C., upon the following terms: 15-year, 100% abatement for each building with an annual revenue stream of \$1.11 for each square foot of data center building on the Property, plus \$4,150 per acre actually used for that building and the immediately surrounding building envelope. The Company agrees that the initial building will be on at least 40 acres, be at least 600,000 square feet, and be completed by December 31, 2027, and that no exemption will begin later than 2042. Beginning the second year following the first certificate of occupancy for a data center building, the Company expects to employ at least 50 employees with annual payroll of at least \$4,500,000. “**Minimum Qualified Payment Amount**” or “**MQPA**” means a minimum revenue stream of Qualified Payments of \$826,000 per year commencing in the first year a building on the Property is subject to an Exemption under a CRA agreement, with that minimum revenue stream increasing by \$1.11 for each square foot of building constructed on the Property after the first 600,000 square feet of the Project and by \$4,150 for each additional acre. The Minimum Qualified Payment Amount may be satisfied by municipal income taxes paid to the Village at the Property, or from other NCA charges arising from the Property or the Project or TIF service payments that do not reimburse the Company (the “**Qualified Payments**”). NCA charges or TIF service payments paid for the power facility property is not a Qualified Payment. To maintain the CRA exemption, the Company will pay the difference between the Qualified Payments and the Minimum Qualified Payment Amount each year that the real property taxes are abated.
- B. **Enterprise Zone.** In addition, the County and the Village will approve a 15-year, 100% abatement pursuant to an agreement executed by the County and the Village under authority of Enterprise Zone 232, as designated by the Director of Development, which

such EZ agreement will be entered into with the Company and, to the extent appropriate based on the facts and circumstances, assigned in whole or in part to an affiliate of ArcLight Capital Partners, LLC or its successors or assigns (“ArcLight”) in relation to the Project’s natural gas generation facility (including related transmission and distribution equipment). The EZ agreement will address the potential for additional phases of equipment installation coinciding additional phases, if any, of the Project, and will provide that the 15-year, 100% abatement will apply to each phase’s equipment as and when it becomes taxable. ArcLight agrees to make an annual payment in lieu of taxes equal to 20% of the real and personal property taxes that otherwise would have been due and payable, had there been no EZ, for each tax year during which an EZ agreement is in effect. The Company expects its tenant, ArcLight, will create approximately 5 jobs, resulting in annual payroll of \$750,000, and make an investment of at least \$1,000,000,000 in personal property at the Project related to the natural gas generation facility. For the avoidance of any doubt, the Parties anticipate that the portion of the Project comprising the natural gas generation facility will be subdivided and assigned a new permanent parcel identification by the Fairfield County Auditor, for purposes of making the EZ solely available thereon, and to preclude the EZ becoming subordinate or otherwise subject to the application of either the CRA, NCA, or TIF described herein.

- C. TIF. The Parties agree to enter into a TIF agreement, pursuant to Section 5709.40 et seq. of the ORC, upon the following terms: 30-year TIF agreement, with years 16-30 being a non-school TIF, and the Company reimbursed for public infrastructure improvements (as defined in subsection 5709.40(A)(8)) agreed upon by the Village, the County, and the Company (which shall include roadwork, environmental remediation, water, wastewater, gas, utility, stormwater and similar improvements), subordinate to any other abatement (CRA or EZ) (the “**TIF**”). The obligations of the parties regarding the TIF will be subject to an additional tax increment financing agreement to be entered into between the Village and the Company.
- D. Village Commitments. The Village agrees that, upon annexation, it will expeditiously commence a housing study and begin preparing a CRA petition and begin the process to designate an enterprise zone that includes the Property. The Village's planning staff and administration agree to actively support the CRA, EZ and TIF (collectively, the “**Property Tax Incentives**”) throughout the process. The Village will review the Minimum Qualified Payment Amount and allocate funds to the School District and others subject to Compensation Agreements. The Company and ArcLight acknowledge and agree that the ability of the Village to obtain School District waiver or consent depends on the ability of the Village (from the MQPA) and ArcLight to make sufficient compensation payments to cause the agreement of, or waiver of, the School District and the applicable joint vocational school district with respect to the property tax and income tax sharing obligations of the Village. No later than October 14, 2025, the Village will secure School District waivers of (1) their rights to receive notice of the Local Incentives and (2) approval of the Local Incentives.

6.2 State Incentives. The Village and the County acknowledge that certain State of Ohio incentives (collectively with the Local Incentives, the “**Project Incentives**”) may require the

cooperation of the Village, the County or both of them. During the Term, each of the Village and the County agrees to use its best efforts and take all actions reasonably required to enable the Company to secure the benefits of the Project Incentives.

6.3 Roadwork Grant. The Village and County agree to work with the Company to seek roadwork funds through the State's 629 roadwork grant program and the Ohio Department of Transportation's Jobs and Commerce program. The Village and County will use best efforts to work with the Company to construct the roadwork and other uses, if any, described in and under the terms and conditions specified in the applicable grant agreement. The Village or County, as grantee of the 629 roadwork grant, agrees to cooperate with the Company and to support the Company by using its best efforts to implement the Company's reasonable roadwork requests, including but not limited to traffic signals, site access, curb cuts, street and traffic reconfiguration, resurfacing roadways and expanding sidewalks, and other undertakings to be determined before or during construction. Nothing in this Agreement obligates the Village or the County to pay out-of-pocket (in excess of any applicable grant funds approved by the Village or County in support of the site/project) for roadwork requested by and for the Company.

6.4 NCA. The Village intends to require the Property be included in an NCA, which will include a maximum real property charge of 6 mills and additional income-based charge or similar item imposed with respect to payroll of 1% (in addition to the Village's 1% income tax). The County and the Village agree to cooperate to cause the formation of the NCA and the administration of the NCA charges.

6.5 Community Benefits.

- A. Closing Payment. Effective upon closing of the sale of the Property from Karis to the Company, Karis agrees to contribute \$5,000,000 to the Village for improvements and services in its discretion including, but not limited to, a) the repairs and improvement of the canal and b) an amount to be agreed upon by school district to the Village for it to distribute to the Walnut Township Local School District, payable at closing (together, the "**Community Benefits Fund**"). For the avoidance of doubt, the obligation to provide the Community Benefits Fund only arises if the Company (or its assignee) closes on the purchase of the Property. The Village (with support from the County) will award disbursements from the Community Benefits Fund in accordance with applicable law. No personnel of Village, contractor of Village or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any award or disbursement from the Community Benefits Fund shall, prior to the completion of such award and disbursement, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the award or disbursement of the Community Benefits Fund. The Village confirms that it: (1) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code Sections 102.01 *et seq.*, Sections 2921.01, 2921.42, 2921.421 and 2921.43, and Sections 3517.13(I) and (J), and (2) to the extent they apply, will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time.

- B. Canal Project Financing. The Company will cooperate with the Village and the County to facilitate a \$4,000,000 bond financing issued by a political subdivision (such as the Village, the County, the NCA or a port authority) for the repairs and improvement of the canal and pledging a certain stream of income (not a general revenue obligation of the political subdivision).

ARTICLE VII

TERM

7.1 Term. The term of this Agreement shall begin on the Effective Date and end on the date that is forty (40) years from the Effective Date (the “**Term**”). To the extent desired by any Party, the Parties shall negotiate in good faith to extend this Agreement for term to be mutually agreed upon by the Parties based on the expected timeline for the completion of all construction.

7.2 Condition on Obligations. The obligations of the Parties under this Agreement are conditioned upon the Company’s acquisition of the Property. In the event the Company does not acquire the Property by January 1, 2026, this Agreement, at the sole and absolute discretion of the Village, may be cancelled, rendered void, and be of no further force or effect delivery of written notice to that effect to the Company by the Village, in which case neither the Company nor the Village shall have any of the duties or obligations specified herein, except those duties and obligations which have arisen prior to January 1, 2026, which shall survive such termination.

ARTICLE VIII

THIRD PARTY TRANSACTIONS

8.1 Estoppel Certificate. At any time, and from time to time, one Party may deliver written notice to the other Parties requesting that each Party certify in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended, or if amended, the identity of each amendment; (iii) the requesting Party is not then in breach of this Agreement, or if in breach, a description of each such breach; and (iv) any other factual matters reasonably requested (an “**Estoppel Certificate**”).

8.2 No Third Party Beneficiaries. The only Parties to this Agreement are the Village, the County, Karis and the Company. There are no third party beneficiaries under this Agreement (except with respect to Section 6.1(B) and 10.16, as to which ArcLight shall be a third party beneficiary), and except for assignees and successors-in-interests to either party, this Agreement shall not be construed to benefit or be enforceable by any other person whatsoever.

ARTICLE IX

DEFAULT

9.1 Default and Remedies. In the event of a default of this Agreement, the non-defaulting Party shall provide written notice of the default to the defaulting Party and shall specify a period of not less than thirty (30) days in which the defaulting Party shall have a right to cure the default; provided, however, such cure period may be extended if: (i) a default cannot reasonably be cured

within the cure period provided in such notice; (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice; (iii) the curing Party has theretofore been diligent in pursuing the cure; and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. In the event the defaulting Party fails to cure the default, the non-defaulting Party may either: (x) terminate this Agreement and seek damages from the defaulting Party or (y) enforce this Agreement by the remedy of damages or specific performance or both, provided that no Party may compel specific performance of the construction of the Project.

The Village and County obligations under this Agreement do not constitute a debt or bonded indebtedness of the Village, Fairfield County, the State of Ohio, or any other political subdivision thereof, within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Company does not have the right to have taxes or excises levied by the Village, Fairfield County, the State of Ohio, or any other political subdivision thereof for the payment of any amount owed by or contemplated to be paid by the Village or the County under this Agreement.

ARTICLE X **MISCELLANEOUS**

10.1 General Representations of the Village. The Village has the full power and authority to enter into this Agreement and to perform its obligations hereunder, whereupon this Agreement became, and is, a valid and binding obligation, enforceable against the Village in accordance with its terms. The execution and delivery of this Agreement by the Village has been validly authorized by the Village and does not conflict with any other agreements entered into by the Village.

10.2 General Representations of the County. The County has the full power and authority to enter into this Agreement and to perform its obligations hereunder, whereupon this Agreement became, and is, a valid and binding obligation, enforceable against the County in accordance with its terms. The execution and delivery of this Agreement by the Village has been validly authorized by the County and does not conflict with any other agreements entered into by the County.

10.3 General Representations of the Company. The Company hereby represents and warrants that as of the Effective Date: (i) the Company has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (ii) this Agreement is a valid and binding obligation, enforceable against the Company in accordance with its terms, (iii) entering into this Agreement does not conflict with any other agreements entered into by the Company, and (iv) the execution and delivery of this Agreement by the Company has been duly and validly authorized by all necessary corporate action on its part.

10.4 General Representations of Karis. Karis hereby represents and warrants that as of the Effective Date: (i) Karis has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (ii) this Agreement is a valid and binding obligation, enforceable against Karis in accordance with its terms, (iii) entering into this Agreement does not conflict with any other agreements entered into by the Karis, and (iv) the execution and delivery of this Agreement by Karis has been duly and validly authorized by all necessary corporate action on its part.

10.5 Force Majeure. The Parties hereto shall not be liable for any failure to perform hereunder as a result of an external event or events beyond their respective control, including, without limitation, acts of the United States of America, market-wide embargos, fire, flood, drought, hurricanes, tornadoes, explosions, pandemics, acts of God or a public enemy, market-wide strikes, market-wide labor disputes, vandalism or civil riots. However, if any such event interferes with the performance by a Party hereunder, such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances affecting its performance or to complete performance in as timely a manner as is reasonably possible.

10.6 Amendment. This Agreement may be amended, modified, supplemented or canceled only by the mutual written consent of the Village, the County and the Company, or their successors in interest or assigns. The Village, the County, and the Company may determine to supersede this Agreement by executing one or more written instruments or written agreements contemplated by this Agreement or otherwise.

10.7 Recitals. The “Whereas” clauses of this Agreement are material terms of this Agreement and shall be binding upon the Parties to the extent provided for in this Agreement.

10.8 Severability. If any provision of this Agreement, or its application to any person, is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to the extent possible. In any event, invalidation of any provision of this Agreement, or its application to any person, shall not affect any other provisions of this Agreement or its application to any other person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect.

10.9 Notice. All notices or other communications required or permitted to be served hereunder shall be deemed served in accordance with this Agreement if the notice is: (A) (i) delivered by personal delivery; (ii) mailed in a sealed wrapper and deposited in the United States mail, certified mail, return receipt requested, postage prepaid (with delivery conclusively presumed to occur on the third (3rd) business day following such deposit absent evidence of actual failure of delivery); (iii) deposited with a national overnight courier service for next day delivery that retains receipts of its deliveries, properly addressed (with delivery conclusively presumed to occur on the next business day following such deposit absent evidence of actual failure of delivery); or (B) sent via electronic mail, and shall be deemed delivered upon (i) acknowledgement of receipt by reply electronic mail or (ii) through means of an electronic mail “read receipt” confirmation to the sender that is the designated electronic mail address provided hereinafter as the principal contact at the Company, the Village, or the County (but not their attorney copied on the message) has read the electronic mail:

If to the Village , to:

With a copy to:

If to the County, to:

Rick Szabrak
Fairfield County Economic Development
4465 Coonpath Road NW

Carroll, Ohio 43112

With a copy to:

J. Caleb Bell. Esq.
Bricker Graydon LLP
100 South Third Street
Columbus, OH 43215

If to the Company, to:

With a copy to: Jill S. Tangeman, Esq.
Vorys, Sater, Seymour and Pease
52 East Gay Street
Columbus, OH 43215

The Parties, by written notice given to the other, may designate any further or different names or addresses to which all notices or other communications shall be sent, without said further or different names or addresses being considered amendments to this Agreement.

10.10 Assignment. The rights and obligations of the Company under this Agreement may be transferred or assigned in whole or in part by the Company with consent of the Village and County, which consent will not be unreasonably conditioned, delayed or withheld: (i) to any affiliate controlling, controlled by or under common control with the Company with notice to the Village and County, and upon receipt by the Village and the County of notice of such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder and the assigned entity shall assume the obligations of the assigning entity under this Agreement or any other related Development Agreement) or (ii) to non-affiliated subsequent owners of all or any portion of the Property or the Project. The Village and County acknowledge that the Company expects to create a condominium structure for ownership of each building or portions thereof, and the Village and County will reasonably cooperate with the Company in the implementation of such a structure. In the event that the Company sells the Property and Project in its entirety and assigns its rights and obligations hereunder to its successor in title to the Property and the Project, then the Company shall be relieved of all of its covenants, commitments and obligations hereunder if purchaser assumes the obligations of the Company under this Agreement and any other related Development Agreement.

10.11 Recording of Memorandum. The Company may record a memorandum of this Agreement setting forth the existence of this Agreement with the Fairfield County, Ohio, Recorder's Office.

10.12 Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the provision of the Infrastructure Improvements in support of the Project and the other matters addressed in this Agreement. All prior or contemporaneous oral or written drafts of this Agreement or other understandings with respect to the subject matter herein between the Parties are merged into this Agreement. It is the Parties' intention to encourage, promote and aid the

Project so that the opportunities and positive community impacts of the Project are fully realized by the Village, its citizens and the Company.

10.13 Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered (by electric means or otherwise) shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully executed counterpart.

10.14 Effect on Other Vested Rights. This Agreement does not abrogate any rights established or preserved by any applicable law, by any other agreement or contract executed by the Village, the County, and the Company in connection with the Project, or that have vested or may vest pursuant to common law or otherwise.

10.15 Construction.

- a The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.
- b Any reference in this Agreement to any action being at or of “no direct cost to the Company” shall not preclude the application of any community development charge, tax increment financing service payment, payment in lieu of taxes, minimum payment or generally applicable tax or fee (including water and sewer charges and tap fees) paid by the Company or its Affiliates to the Village, from being applied to that action.

10.16 Confidential Information. In furtherance of the NDAs already executed and in no manner intending to limit said NDAs, the Company may designate any trade secrets or confidential business information included in any report or other writing delivered to the Village or to the County pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that the Company claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors (such information, collectively, “**Confidential Business Information**”). The Company, the Village, and the County acknowledge that materials submitted by the Company (or ArcLight) to one or more Ohio local governments are public records under Ohio's public records law, ORC Section 149.43 et seq. unless prohibited by law (such as trade secrets, see ORC Sections 149.43(A)(1)(v) and 1333.61 et seq.) or an exemption applies, such as security and infrastructure records (see ORC Section 149.433).

10.17 Further Assurances. Upon request, each Party agrees (i) to furnish to the other Party such further information, (ii) to execute and deliver to the other Party such other documents, and (iii) to do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.

10.18 Choice of Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Ohio,

without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio.

10.19 Mandatory Choice of Forum. In the event of a dispute between or among the Parties with respect to this Agreement and the subject matter herein, the Parties agree to meet, in person or electronically, within seven days of the dispute arising to seek to resolve the dispute to the extent such dispute does not require resolution on an emergency basis. If the Parties cannot then resolve the dispute, each Party may proceed consistent with this Agreement. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the United States District Court for the Southern District of Ohio or, if such court does not have subject matter jurisdiction, the courts of the State of Ohio sitting in Fairfield County and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the United States District Court for the Southern District of Ohio or, if such court does not have subject matter jurisdiction, any court of the State of Ohio with competent jurisdiction sitting in Fairfield County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

10.20 Anti-Bribery Laws and Conflicts of Interest. The Parties agree that they shall comply with all applicable ethics, anti-corruption and anti-bribery laws and regulations applicable to the performance of this Agreement, including but not limited to Ohio Revised Code §§ 102.01, 2921.42 and 2921.43. Each Party represents and warrants that it has not and will not, directly or indirectly, offer, promise, authorize, give, solicit, or accept any undue advantage or anything of value to or from any public official in connection with this Agreement for the purpose of obtaining or securing any improper advantage. The Village and the County shall select all providers of the third party professional services engaged under this Agreement consistent with the applicable rules and regulations and laws, including procurement law, and free from any conflicts of interest with Village or County representatives, employees, or elected officials. The Company retains the right to decline reimbursement for any fees and costs under this Agreement, if such fees and costs were incurred in violation of the requirements set forth herein.

10.21 Varia. Invoices from attorneys may be redacted as necessary to preserve attorney-client privilege, provided that such redactions do not materially impair the Company's ability to understand the reasonableness of the fees incurred.

10.22. Discretion of Legislative Authority. The Parties acknowledge that the approvals of the legislative authorities of the Village and the County contained in this Agreement, including but not limited to the approvals contained in Article I, IV, and VI of this Agreement, are not contractual obligations of the Village and the County because they are subject to the legislative discretion of such authorities and therefore not enforceable by mandamus or otherwise unless and until approved by the applicable legislative authority.

[Remainder of Page Left Blank; Signatures Begin on Following Page]

COMPANY:

By: _____

Name: _____

Title: _____

VILLAGE :

By: _____

Name: _____

Title: _____

KARIS:

By: _____

Name: _____

Title: _____

COUNTY:

By: _____

Name: _____

Title: _____

Approved as to Form:

Village Attorney

County Prosecutor

SIGNATURE PAGE FOR DEVELOPMENT AGREEMENT

FINANCE DIRECTOR’S CERTIFICATE

The Village has no obligation to make payments in this current year pursuant to the foregoing Agreement except from those toward certain Infrastructure Improvements as specified in the Agreement. Accordingly, as fiscal officer for the Village, I hereby certify that funds sufficient to meet the obligations of the Village in this current year under the foregoing Agreement have been lawfully appropriated for the purposes thereof and are available in the treasury, and/or upon implementation of the processes under Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code, are in the process of collection to the credit of an appropriate fund, free from any previous encumbrance. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: _____, 2025

Village of Millersport, Ohio

COUNTY AUDITOR’S CERTIFICATE

The County has no obligation to make payments in this current year pursuant to the foregoing Agreement except from those toward certain Infrastructure Improvements as specified in the Agreement. Accordingly, as fiscal officer for the County, I hereby certify that funds sufficient to meet the obligations of the County in this current year under the foregoing Agreement have been lawfully appropriated for the purposes thereof and are available in the treasury, and/or upon implementation of the processes under Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code, are in the process of collection to the credit of an appropriate fund, free from any previous encumbrance. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: _____, 2025

Fairfield County, Ohio

EXHIBIT A

DEPICTION AND DESCRIPTION OF THE PROPERTY

Containing 496.232 +/- Acres
From Walnut Township to the Village of Millersport

Situated in the State of Ohio, County of Fairfield, Township of Walnut, Sections 28 and 29, Township 17, Range 18, being all of that 0.29 acre tract of land (PID: 0460043910) as conveyed to Licking Fairfield Corporation, of record in Deed Book 554, Page 448, being all out of that 469.31 acre tract of land (PID: 0460043900, 0460044700 and 0460044900) as conveyed to Licking Fairfield Corporation, of record in Deed Book 554, Page 451, out of that 1.16 and 0.06 acre tracts of land (PID: 0460044000 and 0460044800) as conveyed to Sherrie L. Hustead, of record in Official Record 1496, Page 2318, out of that 0.46 acre tract of land (PID: 0460046100) as conveyed to Parick Lee and McKenna Lee, of record in Official Record 1719, Page 2373, and out of that 18.494 acre tract of land (PID:), as conveyed to Licking Fairfield Corporation, of record in Deed Book 562, Page 54, and out of that original 30.84 acre tract of land (PID: 0460045231) as conveyed to Licking Fairfield Corporation, of record in Deed Book 560, Page 741 all document references are to the records the Recorder's Office of Fairfield County, Ohio, and being more particularly described as follows:

BEGINNING at a point in the southerly line of a 104.084 acre tract of land as conveyed to Mingo Manor, LLC, of record in Official Record 1321, Page 2706, being the northwesterly corner of a 139.556 acre tract of land as conveyed to Licking Fairfield Corporation, of record in Official Record 1533, Page 1740 and being the southeasterly corner of Section 20, the northeasterly corner of Section 29, the southwesterly corner of Section 21 and the northwesterly corner of Section 28;

Thence South 3°31'29" West, with the westerly line of said 139.556 acre tract and with the westerly line of a tract of land as conveyed to State of Ohio, Parcel ID number 0460044246, a distance of 1,563.78 feet to the southwesterly corner of a State of Ohio tract;

Thence with the southerly line of said State of Ohio tract the following courses:

South 37°56'09" East, a distance of 1,088.72 feet to a point;

South 33°38'34"E., a distance of 376.02 feet to a point;

South 64°32'03" East, a distance of 76.57 feet to a point in the westerly line of a tract of land as conveyed to Eichhorn Investments, LLC, of record in Instrument Number 202500001353;

Thence South 5°15'52" West, with the westerly line of said Eichorn Investments, LLC tract, a distance of 554.00 feet to the southwesterly corner thereof and being a point in the northerly line of said 0.29 acre tract;

Thence South 86°22'19" East, with the northerly line of said 0.29 acre tract, a distance of 1,050.03 feet to a point;

Thence South 3°40'54" West, with the easterly line of said 0.29 acre tract, a distance of 12.00 feet to a point in the existing Village of Millersport Corporation Line and being a point in the northerly line of a 1.96 acre tract of land as conveyed to Sean T. Lehmann, of record in Instrument Number 201600005204;

Thence North 86°22'19" West, with said corporation line, with the northerly line of said 1.96 acre tract, and with a northerly line of a 37.183 acre tract of land as conveyed to Julie D. Whetstone, of record in Instrument Number 202300005300, distance of 1,638.65 feet to a point;

Thence South 3°27'13" West, continuing with said corporation line, with the westerly line of said 37.183 acre tract, and with the westerly line of a 5.000 acre tract of land as conveyed to Julie D. Whetstone, of record in Instrument Number 202300005300, a distance of 1,410.59 feet to the northwesterly corner of a 8.00 acre tract of land as conveyed to Chester J. Hauck and Jonathan M. Hauck, of record in Official Record 1734, Page 1708;

Thence South 3°41'34" West, with the westerly line of said 8.00 acre tract, a distance of 629.54 feet to a point in the northerly right of way line of Blacklick Eastern Road (State Route 204)(60 foot right of way);

Thence with said northerly right of way line the following courses:

North 86°24'29" West, a distance of 410.27 feet to a point;

North 86°25'20" West, a distance of 3,609.27 feet to a point in the easterly line of a 36.648 acre tract of land as conveyed to Licking Fairfield Corporation, of record in Instrument Number 202400017210;

Thence North 3°51'32" East, with the easterly line of said 36.648 acre tract, a distance of 992.96 feet to a point;

Thence North 3°52'20" East, continuing with the easterly line of said 36.648 acre tract, with the easterly line of a 6.754 acre tract of land as conveyed to John W. Evans, of record Official Record 1739, Page 387, and with the easterly line of a 8.441 acre tract of land as conveyed to Licking Fairfield Corporation, of record in said Instrument Number 202400017210, a distance of 1,534.65 feet to the northeasterly corner thereof;

Thence North 86°43'40" West, with the northerly line of said 8.441 acre tract, a distance of 658.37 feet to a point in the easterly right of way line of Lancaster Newark Road (State Route 37)(60 foot right of way);

Thence with said easterly right of way line the following courses:

North 18°55'41" East, a distance of 628.27 feet to a point of curvature;

With a curve to the right having a radius of 2836.60 feet, a central angle of 3°31'00", an arc length of 174.10 feet and a chord bearing North 20°41'11" East, 174.08 feet to a point of tangency;

North 22°26'41" East, a distance of 377.35 feet to a point of curvature;

With a curve to the right having a radius of 2833.63 feet, a central angle of 4°00'00", an arc length of 197.82 feet and a chord bearing North 24°26'41" East, 197.78 feet to a point of tangency;

North 26°26'41" East, a distance of 362.66 feet to a point of curvature;

North 24°29'41" East, a distance of 772.71 feet to a point of curvature;

With a curve to the right having a radius of 543.04 feet, a central angle of 13°09'00", an arc length of 124.63 feet and a chord bearing North 31°04'11" East, 124.36 feet to a point of tangency;

North 37°38'41" East, a distance of 61.60 feet to a point of curvature;

With a curve to the right having a radius of 1880.90 feet, a central angle of 3°43'00", an arc length of 122.01 feet and a chord bearing North 39°30'11" East, 121.99 feet to a point of tangency;

North 41°21'41" East, a distance of 47.85 feet to a point of curvature;

With a curve to the right having a radius of 2835.24 feet, a central angle of 3°05'27", an arc length of 152.95 feet and a chord bearing North 42°54'24" East, 152.93 feet to a point in the southerly line of a 3.118 acre tract of land as conveyed to Nelson L. Keller Sr. and Mary Kathryn Keller, of record in Official Record 1543, Page 21;

Thence South 86°27'57" East, with the southerly line of said 3.118 acre tract and with the southerly line of said 104.084 acre tract, a distance of 1,689.66 feet to a point;

Thence South 86°26'47" East, with the southerly line of said 104.084 acre tract, a distance of 1,440.58 feet to the **POINT OF BEGINNING** containing **496.232 +/-** acres, more or less.

This annexation description is a general description of the location of the property to be annexed and is not a boundary survey as defined in the O.A.C. Chapter 4733-37. The above description is for annexation purposes only and not intended to be used for the transfer of real property.

The above annexation contains 3699.75+/- lineal feet that is contiguous with the Existing Corporation Line of the Village of Millersport, with a total perimeter of 21757.61 +/- lineal feet to be annexed to Village of Millersport, that being 17.00% of the perimeter length that is contiguous to the Existing Corporation Line of the Village of Millersport.



CESO Inc.

A handwritten signature in blue ink, appearing to read "MJA", followed by the date "2/12/25".

Matthew J. Ackroyd, PS
Registered Surveyor No. 8897

EXHIBIT B PROJECT APPROVALS

The below permits and/or approvals are required to complete the development of the Project under the Applicable Rules based on the County's and the Village's understanding of the Project scope at this time, and the below timelines are consistent with the Applicable Rules.

1. Enabling Projects:
 - a. Grading; Electric Infrastructure / Substation; Roadways / Access; Floodplain / Wetlands Mitigation; Water, Sewer, Stormwater Facilities
 - b. Village /County Response Time for Comments: 30 calendar days
2. Preliminary Site Plan Review:
 - a. Process: Village to review and weekly check-ins with all reviewing parties
 - b. Timing: 30 calendar days
3. Final Site Plan Review:
 - a. Process Description: Village to review and weekly check-ins with all reviewing parties
 - b. Timing: 14 calendar days
4. Commercial Building Plan Submittal and Review (Phased)
 - a. Multiple phases will be used for plan review:
 - a. Footing and Foundation
 - b. Shell and Tenant Finish Company
 - b. Review times:
 - a. 30 calendar days for original submittals.
 - b. 14 calendar days for revisions or resubmittals
5. Other Permit Applications: To Be Determined
6. Sign Permit Application
 - a. Review time – 14 calendar days for original submittal
 - b. Review time – 7 calendar days for any resubmittal
7. Right-of-Way Work Permit Application (if Company desires to perform work in the Village or County right of way)
 - a. Review time on original submittal – 30 calendar days
 - b. Review time on resubmittals– 14 calendar days

Appendix 1

Village of Millersport Current Water and Wastewater Capacity

	Capacity (GPD)	Current Usage (GPD)	Available Capacity
Water	1,000,000	300,000	700,000
Wastewater	302,000	171,000	131,000

Appendix 2

AMENDMENT TO DEVELOPMENT AGREEMENT

THIS AMENDMENT to DEVELOPMENT AGREEMENT (this “**Agreement**”) is made this ____ day of _____, 20____ (the “**Effective Date**”), by and between the Village of Millersport, Ohio (the “**Village**”), Fairfield County, Ohio (the “**County**”) and Vantage Data Center Manager (the “**Company**”). The Village, the County and the Company are referred to herein as the (“**Parties.**”)

WITNESSETH:

WHEREAS, the Parties entered into a Development Agreement effective the ____ day of _____, 2025 (the “**Development Agreement**”) wherein the Company and the Village, and the County agreed to certain terms for developing a Data Center (the “**Project**”) on the real property more fully identified on Exhibit A attached hereto (the “**Property**”): and

WHEREAS, the Parties agreed in the Development Agreement to negotiate and agree upon amendments to the Development Agreement to set forth the construction scope, responsibilities, timeline and cost sharing for specific infrastructure improvements necessary for the development of the Project;

NOW THEREFORE, the Parties hereto agree to amend the Development Agreement as follows:

A. Village Infrastructure Improvements. The Village shall construct, or cause to be constructed on the Property or in connection with the Project, those improvements more particularly illustrated, detailed or specified on Exhibit B attached hereto to the extent not inconsistent with the Development Agreement, including, but not limited to: _____ (collectively referred to herein as, the “**Village Infrastructure Improvements**”). The Village Infrastructure Improvements shall be on the timing set forth in, and as described in Exhibit B.

B. Company Contributions. The Company shall pay, in accordance with the Development Agreement, \$ _____ for the design, testing, consulting and other professionals services for the Village Infrastructure Improvements as set forth on the estimated budget attached hereto as Exhibit C and as required under the Development Agreement. The Company shall pay in accordance, with the Development Agreement, \$ _____ for the construction of the Village Infrastructure Improvements as set forth on the estimated budget attached hereto as Exhibit C and as required under the Development Agreement. The Company shall increase the Company contributions as required under the Development Agreement. Timing and process for making the Company contribution shall be as set forth on Exhibit C and as required under the Development Agreement.

C. Construction Guidelines. The Village shall work in good faith to cause its employees, contractors, subcontractors and agents retained or employed in connection with constructing the

Village Infrastructure Improvements (collectively, “**Village Representatives**”) to construct the Village Infrastructure Improvements (i) in accordance with the agreed upon plans and specifications as identified on Exhibit B; (ii) on the schedule set forth on Exhibit B; (iii) in such a manner as to maintain harmonious labor relations and as not to interfere with or delay the work on the Project to be performed by the Company’s contractors; and (iv) in such a manner that the Company shall have reasonable vehicular and pedestrian access to the Property in order to construct the Project via public rights of way or any easements recorded with the Fairfield County, Ohio Recorder at all times. The Village shall, and shall cause the Village Representatives to, act in a commercially reasonable manner and endeavor in good faith to ensure the timely progression of construction of the Village Infrastructure Improvements.

D. Access to the Property. If it is necessary for the Village to access the Property to complete construction of the Village Infrastructure Improvements, the Company shall grant the Village and Village Representatives access and entry to the Property at reasonable times upon advance notice of not less than 1 business day to the extent reasonably required to construct the Village Infrastructure Improvements, taking into consideration the Company’s safety and security requirements; provided, however, that police, fire and other emergency services will be allowed access to the Property in the event of an emergency requiring such services.

E. Communication, Coordination and Scheduling; Time. Time being of the essence in the performance of this Agreement, it is essential that the work on the Project and the Village Infrastructure Improvements be coordinated at all times and the Village Infrastructure Improvements be timely completed in support of the commencement of operations of the Project, the Parties shall schedule and conduct meetings at least once a month unless otherwise mutually determined to discuss such matters as procedures, progress, coordination, communication and scheduling of the work on the Project and Village Infrastructure Improvements (the “**Progress Meetings**.”) At the Progress Meetings, a designee of the Company shall provide notice of any material changes in the Company’s construction schedule that could affect the Village Infrastructure Improvements. No schedule changes shall be enforceable unless mutually agreed in writing by the Village and the Company.

F. Remedies for Failure to Make Timely Progress on Village Infrastructure Improvements. If the Village fails to commence or complete (or cause to be commenced or completed) any portion of any of the Village Infrastructure Improvements within the time frames mutually agreed to in writing by the Village and the Company, and that failure is not cured within forty-five (45) days after receiving written notice of such failure from the Company (or, if the cure of that failure cannot be accomplished in forty-five (45) days, the cure has not been commenced or is not proceeding with due diligence to completion), then the Company may, request the Village to take reasonable additional steps (the “**Additional Measures**”) available to it under the applicable construction contract documents. The Company shall reimburse the Village for all cost incurred by the Village to take Additional Measures as directed by the Company, which is limited to, in the reasonable discretion of the Village, ordering the applicable contractor(s) to take corrective measures necessary to expedite the progress of the work, including without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment, and facilities, and (iii) other similar measures. The Village covenants that said Additional Measures are or will be included in the applicable construction contract documents. To the extent reasonably and commercially practical,

such Additional Measures shall continue until the Village and the Company mutually determine that the progress of the work complies with the stage of completion necessary to have service available to the Project. The Village shall not be obligated to take Additional Measures to the extent that any delays were caused in whole, or in part, by the actions or inaction of the Company. The Village shall also not be required to take Additional Measures for Force Majeure delays or if the Company fails or refuses to pay the Village for all costs incurred by the Village rising out of or related to the Additional Measures. The Company's right to require Additional Measures is solely for the purpose of ensuring compliance with the time frames agreed to in writing by the Village and the Company. The determination of whether or not the progress of the work has reached the level of completion as agreed to in writing by the Village and Company shall take into account any extensions in time to which a contractor is entitled under the applicable construction contract documents, in the Village's sole discretion.

G. Indemnification. The Company shall indemnify, defend and hold harmless the Village and County, their agents, and employees from and against any and all lawsuits or claims for actual damages or monetary losses arising out of or resulting from the Village Infrastructure Improvements and Company Infrastructure Improvements work, but only to the extent that such lawsuits or claims for damages or losses result from the Company's gross negligence, willful misconduct, or fraud by the Company, its contractors, subcontractors, agents, employees or representatives. The Company shall promptly reimburse the Authority and its successors and assigns, for any reasonable third-party cost, expense or attorney's fees incurred on account of any such suit or claim incurred in enforcing the terms of this Section. In no event shall a defaulting Party be responsible to the other Party for consequential, exemplary or punitive damages. No personal liability shall accrue hereunder against either Party's individual officials, officers, employees or agents.

H. Miscellaneous. Other than as amended and provided herein, all other terms and conditions of the Development Agreement shall remain in full force and effect, and the Development Agreement is hereby ratified and affirmed, as amended hereby. To the extent, if any, that provisions of the Development Agreement are inconsistent with the provisions of this Amendment, this Amendment shall control. Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the Development Agreement. This Amendment may be executed in multiple counterparts, and each counterpart, when taken together, shall constitute one and the same agreement. Executed counterparts sent via facsimile or electronic mail shall be effective to bind the Parties.

(Signature Pages to Follow)

COMPANY:

By: _____

Name: _____

Title: _____

VILLAGE:

By: _____

Name: _____

Title: _____

COUNTY:

By: _____

Name: _____

Title: _____

Approved as to Form:

Village Attorney

County Prosecutor

FINANCE DIRECTOR’S CERTIFICATE

The Village has no obligation to make payments in this current year pursuant to the foregoing Agreement except from those toward certain Infrastructure Improvements as specified in the Agreement. Accordingly, as fiscal officer for the Village, I hereby certify that funds sufficient to meet the obligations of the Village / County in this current year under the foregoing Agreement have been lawfully appropriated for the purposes thereof and are available in the treasury, and/or upon implementation of the processes under Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code, are in the process of collection to the credit of an appropriate fund, free from any previous encumbrance. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: _____, 2025

Village of Millersport, Ohio

COUNTY AUDITOR’S CERTIFICATE

The County has no obligation to make payments in this current year pursuant to the foregoing Agreement except from those toward certain Infrastructure Improvements as specified in the Agreement. Accordingly, as fiscal officer for the County, I hereby certify that funds sufficient to meet the obligations of the County in this current year under the foregoing Agreement have been lawfully appropriated for the purposes thereof and are available in the treasury, and/or upon implementation of the processes under Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code, are in the process of collection to the credit of an appropriate fund, free from any previous encumbrance. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: _____, 2025

Fairfield County, Ohio

EXHIBIT A

IDENTIFICATION OF THE PROPERTY

Containing 496.232 +/- Acres
From Walnut Township to the Village of Millersport

Situated in the State of Ohio, County of Fairfield, Township of Walnut, Sections 28 and 29, Township 17, Range 18, being all of that 0.29 acre tract of land (PID: 0460043910) as conveyed to Licking Fairfield Corporation, of record in Deed Book 554, Page 448, being all out of that 469.31 acre tract of land (PID: 0460043900, 0460044700 and 0460044900) as conveyed to Licking Fairfield Corporation, of record in Deed Book 554, Page 451, out of that 1.16 and 0.06 acre tracts of land (PID: 0460044000 and 0460044800) as conveyed to Sherrie L. Hustead, of record in Official Record 1496, Page 2318, out of that 0.46 acre tract of land (PID: 0460046100) as conveyed to Parick Lee and McKenna Lee, of record in Official Record 1719, Page 2373, and out of that 18.494 acre tract of land (PID:), as conveyed to Licking Fairfield Corporation, of record in Deed Book 562, Page 54, and out of that original 30.84 acre tract of land (PID: 0460045231) as conveyed to Licking Fairfield Corporation, of record in Deed Book 560, Page 741 all document references are to the records the Recorder's Office of Fairfield County, Ohio, and being more particularly described as follows:

BEGINNING at a point in the southerly line of a 104.084 acre tract of land as conveyed to Mingo Manor, LLC, of record in Official Record 1321, Page 2706, being the northwesterly corner of a 139.556 acre tract of land as conveyed to Licking Fairfield Corporation, of record in Official Record 1533, Page 1740 and being the southeasterly corner of Section 20, the northeasterly corner of Section 29, the southwesterly corner of Section 21 and the northwesterly corner of Section 28;

Thence South 3°31'29" West, with the westerly line of said 139.556 acre tract and with the westerly line of a tract of land as conveyed to State of Ohio, Parcel ID number 0460044246, a distance of 1,563.78 feet to the southwesterly corner of a State of Ohio tract;

Thence with the southerly line of said State of Ohio tract the following courses:

South 37°56'09" East, a distance of 1,088.72 feet to a point;

South 33°38'34"E., a distance of 376.02 feet to a point;

South 64°32'03" East, a distance of 76.57 feet to a point in the westerly line of a tract of land as conveyed to Eichhorn Investments, LLC, of record in Instrument Number 202500001353;

Thence South 5°15'52" West, with the westerly line of said Eichhorn Investments, LLC tract, a distance of 554.00 feet to the southwesterly corner thereof and being a point in the northerly line of said 0.29 acre tract;

Thence South 86°22'19" East, with the northerly line of said 0.29 acre tract, a distance of 1,050.03 feet to a point;

Thence South 3°40'54" West, with the easterly line of said 0.29 acre tract, a distance of 12.00 feet to a point in the existing Village of Millersport Corporation Line and being a point in the northerly line of a 1.96 acre tract of land as conveyed to Sean T. Lehmann, of record in Instrument Number 201600005204;

Thence North 86°22'19" West, with said corporation line, with the northerly line of said 1.96 acre tract, and with a northerly line of a 37.183 acre tract of land as conveyed to Julie D. Whetstone, of record in Instrument Number 202300005300, distance of 1,638.65 feet to a point;

Thence South 3°27'13" West, continuing with said corporation line, with the westerly line of said 37.183 acre tract, and with the westerly line of a 5.000 acre tract of land as conveyed to Julie D. Whetstone, of record in Instrument Number 202300005300, a distance of 1,410.59 feet to the northwesterly corner of a 8.00 acre tract of land as conveyed to Chester J. Hauck and Jonathan M. Hauck, of record in Official Record 1734, Page 1708;

Thence South 3°41'34" West, with the westerly line of said 8.00 acre tract, a distance of 629.54 feet to a point in the northerly right of way line of Blacklick Eastern Road (State Route 204)(60 foot right of way);

Thence with said northerly right of way line the following courses:

North 86°24'29" West, a distance of 410.27 feet to a point;

North 86°25'20" West, a distance of 3,609.27 feet to a point in the easterly line of a 36.648 acre tract of land as conveyed to Licking Fairfield Corporation, of record in Instrument Number 202400017210;

Thence North 3°51'32" East, with the easterly line of said 36.648 acre tract, a distance of 992.96 feet to a point;

Thence North 3°52'20" East, continuing with the easterly line of said 36.648 acre tract, with the easterly line of a 6.754 acre tract of land as conveyed to John W. Evans, of record Official Record 1739, Page 387, and with the easterly line of a 8.441 acre tract of land as conveyed to Licking Fairfield Corporation, of record in said Instrument Number 202400017210, a distance of 1,534.65 feet to the northeasterly corner thereof;

Thence North 86°43'40" West, with the northerly line of said 8.441 acre tract, a distance of 658.37 feet to a point in the easterly right of way line of Lancaster Newark Road (State Route 37)(60 foot right of way);

Thence with said easterly right of way line the following courses:

North 18°55'41" East, a distance of 628.27 feet to a point of curvature;

With a curve to the right having a radius of 2836.60 feet, a central angle of 3°31'00", an arc length of 174.10 feet and a chord bearing North 20°41'11" East, 174.08 feet to a point of tangency;

North 22°26'41" East, a distance of 377.35 feet to a point of curvature;

With a curve to the right having a radius of 2833.63 feet, a central angle of 4°00'00", an arc length of 197.82 feet and a chord bearing North 24°26'41" East, 197.78 feet to a point of tangency;

North 26°26'41" East, a distance of 362.66 feet to a point of curvature;

North 24°29'41" East, a distance of 772.71 feet to a point of curvature;

With a curve to the right having a radius of 543.04 feet, a central angle of 13°09'00", an arc length of 124.63 feet and a chord bearing North 31°04'11" East, 124.36 feet to a point of tangency;

North 37°38'41" East, a distance of 61.60 feet to a point of curvature;

With a curve to the right having a radius of 1880.90 feet, a central angle of 3°43'00", an arc length of 122.01 feet and a chord bearing North 39°30'11" East, 121.99 feet to a point of tangency;

North 41°21'41" East, a distance of 47.85 feet to a point of curvature;

With a curve to the right having a radius of 2835.24 feet, a central angle of 3°05'27", an arc length of 152.95 feet and a chord bearing North 42°54'24" East, 152.93 feet to a point in the southerly line of a 3.118 acre tract of land as conveyed to Nelson L. Keller Sr. and Mary Kathryn Keller, of record in Official Record 1543, Page 21;

Thence South 86°27'57" East, with the southerly line of said 3.118 acre tract and with the southerly line of said 104.084 acre tract, a distance of 1,689.66 feet to a point;

Thence South 86°26'47" East, with the southerly line of said 104.084 acre tract, a distance of 1,440.58 feet to the **POINT OF BEGINNING** containing **496.232 +/-** acres, more or less.

This annexation description is a general description of the location of the property to be annexed and is not a boundary survey as defined in the O.A.C. Chapter 4733-37. The above description is for annexation purposes only and not intended to be used for the transfer of real property.

The above annexation contains 3699.75+/- lineal feet that is contiguous with the Existing Corporation Line of the Village of Millersport, with a total perimeter of 21757.61 +/- lineal feet to be annexed to Village of Millersport, that being 17.00% of the perimeter length that is contiguous to the Existing Corporation Line of the Village of Millersport.



CESO Inc.

A handwritten signature in blue ink, appearing to read "MJA", followed by the date "2/12/25".

Matthew J. Ackroyd, PS
Registered Surveyor No. 8897

Prosecutor's Approval Page

Resolution No.

A Resolution authorizing the execution and delivery of a development agreement between the County, the Village of Millersport, Karis Critical CMH, LLC, and Vantage Data Centers Management Company; and approving related materials

(Fairfield County Economic & Workforce Development)

Approved as to form on 9/26/2025 2:21:53 PM by Amy Brown-Thompson,



Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

Signature Page

Resolution No. 2025-10.07.j

A Resolution authorizing the execution and delivery of a development agreement between the County, the Village of Millersport, Karis Critical CMH, LLC, and Vantage Data Centers Management Company; and approving related materials

(Fairfield County Economic & Workforce Development)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution authorizing the approval of repayment of an advance to the General Fund from EMA 2890 (8349) FY22 Year 3 Hazardous Materials Emergency Planning Grant.

WHEREAS, the EMA 2890 (8349) FY22 Year 3 Hazardous Materials Emergency Planning Grant fund received a cash advance on Resolution 2025-01.07.v of \$19,250.00; and

WHEREAS, the monies have been collected and deposited to make a final repayment to the General Fund.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. Request that the Fairfield County Auditor repay the following advance of \$19,250.00:

FROM: 8349 090001 FY22 Year 3 HMEP Grant Fund

TO: 1001 223000 General Fund Advances In

Prepared by: Christy Noland
cc: Christina Foster, Commissioners

Signature Page

Resolution No. 2025-10.07.k

A resolution authorizing the approval of repayment of an advance to the General Fund from EMA 2890 (8349) FY22 Year 3 Hazardous Materials Emergency Planning Grant.

(Fairfield County Emergency Management Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution authorizing the closing of an inactive special revenue fund: 2092 Citizen Corp, 2722 Citizen Corps, 2723 Homeland Security 08, 2724 Citizen Corp 10, 2735 Homeland Security 11, 2738 Medical Reserve Corps 09, 2763 Siren Special Project, 2866 CESF Program and 3763 Special Projects Fund

WHEREAS, there exist special revenue funds:

2092 Citizen Corp,
2722 Citizen Corps,
2723 Homeland Security 08,
2724 Citizen Corp 10,
2735 Homeland Security 11,
2738 Medical Reserve Corps 09,
2763 Siren Special Project,
2866 CESF Program
3763 Special Projects Fund; and

WHEREAS, within these funds: activity has terminated; the services for which the funds were established no longer exist; and there are no obligations of the funds.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. Request that the Fairfield County Auditor close fund(s)

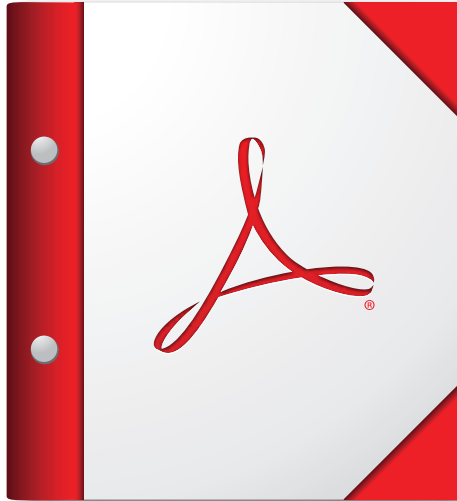
2092 Citizen Corp,
2722 Citizen Corps,
2723 Homeland Security 08,
2724 Citizen Corp 10,
2735 Homeland Security 11,
2738 Medical Reserve Corps 09,
2763 Siren Special Project,
2866 CESF Program
3763 Special Projects Fund

Prepared by: Christy Noland
Cc: EMA

A resolution authorizing the closing of an inactive special revenue fund: 2092 Citizen Corp, 2722 Citizen Corps, 2723 Homeland Security 08, 2724 Citizen Corp 10, 2735 Homeland Security 11, 2738 Medical Reserve Corps 09, 2763 Siren Special Project, 2866 CESF Program and 3763 Special Projects Fund

For Auditor's Office Use Only:

Section 1. Please close the following funds:
 2092 Citizen Corp,
 2722 Citizen Corps,
 2723 Homeland Security 08,
 2724 Citizen Corp 10,
 2735 Homeland Security 11,
 2738 Medical Reserve Corps 09,
 2763 Siren Special Project,
 2866 CESF Program
 3763 Special Projects Fund



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Signature Page

Resolution No. 2025-10.07.1

A resolution authorizing the closing of an inactive special revenue fund: 2092 Citizen Corp, 2722 Citizen Corps, 2723 Homeland Security 08, 2724 Citizen Corp 10, 2735 Homeland Security 11, 2738 Medical Reserve Corps 09, 2763 Siren Special Project, 2866 CESF Program and 3763 Special Projects Fund

(Fairfield County Emergency Management Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to request for appropriations for receipts for EMA fund 2093 Special Operations Team Fund

WHEREAS, Revenue has been collected for EMA fund 2093 Special Operations Team Fund; and

WHEREAS, funds represent a donation of funds to the Water Rescue Team; and

WHEREAS, monies will be used to purchase items needed for responses of the Water Rescue Team.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. Request that the Fairfield County Commissioners Appropriate from Unappropriated funds in the amount of:

\$700.00 12209300 Transfers

Section 2. That the transfer of appropriations in the amount of \$500.00 is hereby authorized as follows:

From 12209300 Contractual Services
To 12209300 Transfers

Prepared by: Christy Noland
cc: EMA

**A resolution to request for appropriations for receipts for EMA fund
2093 Special Operations Team Fund**

For Auditor's Office Use Only:

Section 1.

1. 12209300 700000 Transfers \$700.00
2. Issue an Amended Certificate in the amount \$700.00 to credit of 2093.
3. Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 12209300 438000 Other Receipts in the amount of \$700.00.

Section 2.

Transfer funds in the amount of \$500.00

From 12209300 530000 Contract Services

To 12209300 700000 Transfers

Signature Page

Resolution No. 2025-10.07.m

A resolution to request for appropriations for receipts for E M A fund 2093 Special
Operations Team Fund

(Fairfield County Emergency Management Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted
upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to approve a reimbursement for share of costs for Monthly Postage paid to Fairfield County Commissioners as a memo expenditure for fund County Engineer 2024-Motor Vehicle

WHEREAS, FCEO is responsible for reimbursing the General Fund for their share of costs; and

WHEREAS, FCEO needs to reimburse the General Fund by using account code 534000 ; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1: That the Fairfield County Auditor reflect the following memo receipt:

00100110 438017 Postage Reimbursement - \$27.04

This amount represents monies owed to the General Fund for FCEO's share of Postage cost quarterly paid to the Board of Commissioners as denoted in the attached documentation. (July 2025 through September 2025)

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the General Fund for FCEO's share of costs

Memo expenditure as referenced in supporting documentation:

Vendor # 2280 Fairfield County Commissioners

Account: 16202401-534000 Contractual Services, Facility Costs
Amount: \$27.04

Prepared by: Julie Huggins, Accounting Clerk
cc: Staci Knisley, Commissioners' Office



Fairfield County Commissioners
210 E. Main Street, Room 301
Lancaster, Ohio 43130

RECEIVED
OCT 01 2025
FAIRFIELD COUNTY
ENGINEER

Fairfield County Engineer

Make all checks payable to Fairfield County Commissioners

SERVE • CONNECT • PROTECT

Account Summary Report

Date Range: Aug 1, 2025 to Aug 31, 2025

Meter Group: All Meters

Meter 1W00 - 1402449 Old Meter at LANCASTER, OH

Meter 7W00 - 8036325 at LANCASTER, OH

1 meter(s) did not upload before ending date

Meter Details

Location	Meter Name	Model	Serial Number	PbP Account Number	Status	Last transaction	Status Flag
LANCASTER, OH	1W00 - 1402449 Old Meter	1W00	1402449	35425578	Active	Sep 18, 2024	
LANCASTER, OH	7W00 - 8036325	7W00	8036325	35425578	Active	Sep 3, 2025	

Account Summary

Account	Pieces	Total Charged
BOE	1,855	\$1,282.850
CLERK OF COURTS	5,232	\$11,069.480
Engineers	6	\$5.020
JFS	4,313	\$3,870.930
MISC	4,674	\$2,533.250
UTILITIES	171	\$127.120
Total Amount	16,251	\$18,888.650

Account Summary Report

Date Range: Jul 1, 2025 to Jul 31, 2025

Meter Group: All Meters

Meter 1W00 - 1402449 Old Meter at LANCASTER, OH

Meter 7W00 - 8036325 at LANCASTER, OH

1 meter(s) did not upload before ending date

Meter Details

Location	Meter Name	Model	Serial Number	PbP Account Number	Status	Last transaction	Status Flag
LANCASTER, OH	1W00 - 1402449 Old Meter	1W00	1402449	35425578	Active	Sep 18, 2024	
LANCASTER, OH	7W00 - 8036325	7W00	8036325	35425578	Active	Jul 31, 2025	

Account Summary

Account	Pieces	Total Charged
ADAMH	1,513	\$1,119.620
BOE	943	\$629.220
CLERK OF COURTS	4,706	\$10,864.420
Engineers	5	\$13.880
JFS	5,248	\$4,575.560
MISC	8,474	\$5,122.550
Transit	2	\$10.380
UTILITIES	140	\$105.560
Total Amount	21,031	\$22,441.190

Account Summary Report

Date Range: Sep 1, 2025 to Sep 30, 2025

Meter Group: All Meters

Meter 1W00 - 1402449 Old Meter at LANCASTER, OH

Meter 7W00 - 8036325 at LANCASTER, OH

1 meter(s) did not upload before ending date

Meter Details

Location	Meter Name	Model	Serial Number	PbP Account Number	Status	Last transaction	Status Flag
LANCASTER, OH	7W00 - 8036325	7W00	8036325	35425578	Active	Oct 1, 2025	
LANCASTER, OH	1W00 - 1402449 Old Meter	1W00	1402449	35425578	Active	Sep 18, 2024	

Account Summary

Account	Pieces	Total Charged
BOE	2,434	\$1,867.010
CLERK OF COURTS	4,361	\$11,318.550
Engineers	11	\$8.140
JFS	4,301	\$3,850.910
MISC	5,224	\$3,105.020
REAL ESTATE	1	\$1.030
UTILITIES	115	\$86.800
Total Amount	16,447	\$20,237.460

Signature Page

Resolution No. 2025-10.07.n

A resolution to approve a reimbursement for share of costs for Monthly Postage paid to Fairfield County Commissioners as a memo expenditure for fund County Engineer 2024-Motor Vehicle

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to approve a Road Usage Agreement between Fairfield County and Will-Power Pipeline LLC.

WHEREAS, Will-Power OH, LLC; One Williams Center, MD 50-1, Tulsa, OK 74172 requests to construct the Aristotle South Pipeline which will connect from an existing pipeline located in northern Fairfield County to a power generation facility located in the City of New Albany, Licking County, Ohio; and

WHEREAS, Will-Power, along with their subcontractors, request to travel county and township roadways with oversized/overweight vehicles to assist in the installation of the Aristotle South Pipeline Project; and

WHEREAS, Will-Power will be required to complete permit applications prior to any construction or hauling on county and township roadways; and

WHEREAS, Will-Power, who will perform the above-mentioned services shall be bonded for \$751,800.00 at the advice of the County Engineer to cover possible destruction of county and township property, and

WHEREAS, the County Engineer feels that due to the size of this construction project, a Road Usage Agreement be executed to cover any damage that could be sustained to County and Township roads, bridges, and culverts; and

WHEREAS, this Agreement requires the approval and signatures of the Fairfield County Board of Commissioners.

NOW THEREFORE: BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

SECTION 1: that this Board of Commissioners resolves to, and does hereby, approve and sign the attached Agreement between Fairfield County and Will-Power Pipeline LLC.

SECTION 2: that the Clerk for this Board return the signed Agreement together with this Resolution to the County Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineering Office

2025-10.07.0

FAIRFIELD COUNTY, OHIO ROAD USAGE AGREEMENT

This Agreement is made and entered into as of this ____ day of _____, 2025 by and between the County of Fairfield County, Ohio (“County”) acting by and through its Board of County Commissioners, and Will-Power Pipeline LLC (“Williams”).

RECITALS:

WHEREAS, Williams is a Delaware Limited Liability Company duly authorized to conduct business and duly registered in the State of Ohio; and

WHEREAS, Williams is constructing the Aristotle South Pipeline Project which will connect from an existing pipeline located in northern Fairfield County to power generation facility located in the City of New Albany, Licking County, Ohio, the map of the area for the Project is attached hereto as Exhibit A, and

WHEREAS, in the prosecution of the Aristotle South Project, Williams and its contractors and assigns will require and must obtain from the County special hauling permits for vehicles intended to be operated on Fairfield County roads, to wit: CR 46 Basil Road, CR 83 Blacklick Road, TR 36 Palmer Road, and TR 243 Emswiler Road, with the specified haul routes and bridges attached hereto as Exhibit B; and

WHEREAS, in the prosecution of the Aristotle South Project, Williams and its contractors and assigns will require and must obtain from the County road crossing permits for work performed within the Fairfield County road rights-of-way; and

WHEREAS, the County requires Williams, as a condition of the issuance of such special hauling permits and road crossing permits, to enter into this agreement to compensate for or to repair damage caused to roadways by travel under the permits.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration hereby acknowledged, it is agreed as follows:

1. **Notification to County in Advance.**

- a) To supplement any applications for special hauling that may be issued incident to the Aristotle South Project, Williams covenants that the Fairfield County Engineer will be notified by Williams no less than seventy-two (72) hours in advance in writing 1) of the number of vehicles that will require special hauling permits and will be operated on roadways in Fairfield County, not maintained by the State of Ohio, by Williams and its contractors and assigns, and 2) by use of the Permit Application to Move Oversized/Overweight Vehicles, as found on the Fairfield County Engineer's website (<https://www.co.fairfield.oh.us/Engineer/>), of any such vehicles that will be operated on Fairfield County roadways, not maintained by the State of Ohio.
- b) To supplement any applications for road crossings that may be issued incident to the Aristotle South Project, Williams covenants that the Fairfield County Engineer will be notified by Williams no less than seventy-two (72) hours in advance in writing 1) by use of the Permit Application to Utilize County Road Right-of-Way, as found on the

Fairfield County Engineer's website

(<https://www.co.fairfield.oh.us/Engineer/>), of any work performed within the Fairfield County road rights-of-way not maintained by the State of Ohio.

2. **Roadway Damage.** Williams hereby agrees to be responsible for any and all damage to public roads and bridges, including but not limited to drainage ditches, culverts, guardrails, signs, and other transportation structures or appurtenances (collectively referred to as "roadway") in Fairfield County, Ohio, proximately caused by or proximately resulting from the Aristotle South Project. Williams shall immediately notify the Fairfield County Engineer in writing of any damage caused by Williams or any of its contractors, subcontractors, or agents to any roadway in Fairfield County, Ohio.

3. **Roadway Damage Costs.** Williams agrees within fifteen (15) days of receipt of the County's written request, to be sent to Scott Hrivnak, Engineer III, at Will-Power Pipeline LLC, at Scott.Hrivnak@williams.com, cell phone: 330-206-4901, to reimburse the County for any maintenance or repair costs incurred by the County as a result of damage to the roadways proximately caused by Williams or its agents, subcontractors, or licensees, or proximately resulting from any work undertaken in connection with the Aristotle South Project in Fairfield County, Ohio. Williams further agrees within fifteen (15) days of receipt of the County's written request to reimburse the County for any cost or expense incurred by the County to restore said roadways at the completion of or, if the County deems it necessary, during the course of the construction of the Aristotle South Project in Fairfield County so as to place said roadways in a condition at least equal to the condition of said roadways at the time of inception of the usage of such roadways by Williams or its agents, subcontractors, or licensees. Williams will not delay or deny payment as

requested by the Fairfield County Engineer, and Williams agrees not to challenge, contest, or to assert any defenses to, or delay any obligation to reimburse the County as set forth herein.

Should Williams refuse to pay, delay payment beyond fifteen (15) days of its receipt of the County's written request for payment, challenge payment, contest payment, condition its payment, assert any defenses to payment, or deny payment as requested by the Fairfield County Engineer pursuant to this Section 3, and it is determined by the County Engineer and the County Prosecutor that Williams is responsible for said payment, the County Engineer shall request contact information from Williams regarding the their legal representative and forward that information to the County Prosecutor. At that point, the County Prosecutor shall make a formal demand for payment to Williams' legal counsel. If the parties cannot resolve their differences over the payment dispute informally, the parties agree to submit the controversy to mediation where they will work in good faith to resolve their differences.

Snow removal and ice control on County roadways shall remain the responsibility of the County Engineer.

In the event the County performs repairs, maintenance, and/or restorations on roadways utilized by Williams or its agents, subcontractors, or licensees as a result of damage proximately caused from any work undertaken in connection with the Aristotle South Project in Fairfield County, Ohio, by Williams or its contractors, subcontractors, or agents, then Williams shall pay the County for labor and materials utilized by the County Engineer for road maintenance or repair, at cost of materials plus the actual cost and expense for labor associated with the repair, maintenance, or restoration.

Full payment shall be made by Williams to the Fairfield County Engineer's Motor Vehicle Fund or other appropriated fund source as directed by the Fairfield County Engineer within fifteen

(15) days of the receipt by Williams, or any of its agents, of an invoice from the County for any such repair, maintenance, or restoration work.

4. **Roadway Signage.** The Fairfield County Engineer shall post appropriate signage, or in the interim barricades, warning motorists of damage to roadways and other conditions affecting travel.

5. **Roadway Restrictions.** Williams and its contractors, subcontractors, employees, licensees, representatives, and all others doing work for Williams in Fairfield County, Ohio shall comply with any and all posted and generally applicable public roadway and bridge restrictions, including any weight restrictions, utilized by the Aristotle South Project.

6. **Overload Requirements.** Per Ohio Revised Code 5577.07, the County reduces weight limits on all designated roads from December 15 through April 15 of the following year ("Thaw Load Reduction"). By entering into this Agreement, Williams is exempt from the Thaw Load Reduction. However, all vehicles exceeding Ohio legal load limits shall still obtain an overload permit. This Road Usage Agreement does not terminate Williams' duty to obtain other necessary permits from the County and/or Township, such as right-of way excavation permits; driveway installation permits; overweight vehicle permits, etc. if applicable. Williams will provide advanced notice of usage dates for overweight vehicles in Fairfield County.

Prior to Williams, or any of its employees, agents, contractors, subcontractors, or others under its direction or control (collectively "Williams") utilizing any section or portion of roadway in Fairfield County, Ohio to drive, tow, or otherwise move any vehicles or equipment weighing more than is permitted pursuant to Ohio Revised Code Section 5577.04 ("the Legal Weight Limit"), Williams shall submit the following to the Fairfield County Engineer for its review and approval: (a) a true and accurate videotape of the sections or portions of the roadways over which

Williams intends to drive, tow, or otherwise move vehicles or equipment that weigh in excess of the Legal Weight Limit; (b) a load analysis, reasonably satisfactory to the Fairfield County Engineer performed and signed as accurate by a professional engineer licensed in the State of Ohio, of all bridges or other supported manmade structures over which Williams intends to drive, tow, or otherwise move vehicles or equipment that weigh in excess of the Legal Weight Limit; and (c) still photographs that clearly and accurately depict all sides of any bridges or other supported manmade structures over which Williams intends to drive, tow, or otherwise move vehicles or equipment that weigh in excess of the Legal Weight Limit. Williams shall not utilize any section of roadway in Fairfield County, Ohio with vehicles or equipment that weigh more than the Legal Weight Limit unless items (a), (b), and (c) above in this Section have first been submitted to, and approved in writing by, the Fairfield County Engineer within three (3) business days.

7. **Inspection.**

- a) The parties agree that Williams intends to utilize only those routes and sections of roadways listed in Exhibit B, attached hereto, and no others, with vehicles or equipment that weigh in excess of the Legal Weight Limit. Exhibit A may not be amended without the prior written consent of the Fairfield County Engineer. As to each such route and section of roadway listed in Exhibit A, Williams shall notify the County Engineer's Office in writing no less than twenty-four (24) hours prior to the time that Williams will use such route or road right-of-way for the final time with vehicles or equipment that weigh in excess of the Legal Weight Limit ("the Final Crossing Notice").

- b) The parties agree that Williams intends to utilize only those sections of road rights-of-way listed in Exhibit B, attached hereto, and not others. As to each such route and section of road right-of-way listed in Exhibit B, Williams shall notify the County Engineer's Office in writing no less than twenty-four (24) hours prior to the time that Williams will use such road rights-of-way for the final time.

After the County Engineer's Office receives the Final Crossing Notice from Williams as to a route or roadway, the Fairfield County Engineer's Office shall inspect such bridges and other sections of roadway utilized by Williams for vehicles or equipment. Upon receipt of an invoice from the County Engineer's Office, Williams shall reimburse the Fairfield County Engineer's Office for the cost of such inspections as set forth in such invoices. If such invoices are not paid within thirty (30) days, then the County shall have the right to recover such amounts from the bond posted by Williams as set forth below.

8. **Bond.** Williams shall post a surety bond in the amount of \$751,800 in a form and with a surety satisfactory to the County to secure Williams's performance of its obligations under this Agreement including, but not limited to, its obligation to pay for any damages, repairs, or maintenance to roadways in Fairfield County, Ohio proximately caused by or proximately resulting from Williams's use of the roadways and its obligation to pay any costs of inspection incurred by the Fairfield County Engineer's Office. Williams shall submit such bond to the County Engineer for review and, if satisfactory to the County Engineer, approval prior to the issuance of any special hauling permit or road crossing permit hereunder. Said bond shall be in effect from the earlier of the commencement of the excavation or construction by Williams or its contractors, subcontractors, or agents, of the Aristotle South Project in Fairfield County, Ohio and Williams

hereby warrants and represents that the bond shall not be diminished, reduced, cancelled, revoked, or otherwise terminated until one (1) year after Williams certifies in writing to the County that all work has been completed on the Aristotle South Project in Fairfield County, Ohio. Notwithstanding the above, a condition of said bond shall be that it shall require the surety to immediately notify the County in writing if the bond is diminished, reduced, cancelled, revoked, or otherwise terminated or not renewed. A further condition of said bond is that no third parties shall have a right to make any claims under said bond.

9. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

10. **Termination.** Any permit issued to Williams pursuant to this Agreement shall be revoked with reasonable time for winding up and closing down related operations upon the earliest to occur of any of the following:

- a) One calendar year after Williams certifies in writing to the County the completion of the Aristotle South Project in Fairfield County, Ohio provided that Williams shall have made prior to such time any and all payments required to be made by Williams hereunder;
- b) Upon revocation, cancellation, termination, or the diminution or reduction of the amount of the bond as described in Section 8 above prior to the completion of the construction of the Aristotle South Project in Fairfield County, Ohio;
- c) Upon default by Williams of any term or condition not waived herein in writing by the County, nor preempted by Federal law;

d) Upon Williams's filing of a petition for bankruptcy relief in any jurisdiction or notice of insolvency; or

e) Upon mutual written agreement of the parties herein.

Notwithstanding anything else set forth above, in all events, Williams shall remain liable for completion of and payment for any maintenance, repairs, or restorations to the roadway as outlined in this Agreement as well as any other fees, expenses, or costs due by Williams hereunder.

11. **Applicable State Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio. Any litigation brought by or in connection with this Agreement shall be brought only in either the Fairfield County, Ohio Municipal or Common Pleas Courts and in no other state or federal court.

12. **Severability.** If any term or provision of this Agreement or the application thereof to any persons or circumstances shall to any extent be held invalid or unenforceable by a court of appropriate jurisdiction, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. **Counterparts.** This Agreement and any Attachments may be executed in separate counterparts, each of which shall be an original and all of which shall be deemed to be one and the same instrument.

14. **FAX Signature.** A facsimile signature on this Agreement is as valid as an original signature.

15. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement of the parties hereto regarding the subject matter hereof and supersedes and replaces any and all prior agreements or understandings, oral or written, with respect to the subject matter hereof, excepting already established road crossing agreements/permits.

16. **Amendment.** This Agreement may only be modified by an instrument signed by all parties hereto.

17. **Notification.** Any notification to the Fairfield County Engineer or Engineer's Office required hereunder shall be made by either e-mail or FAX to the following addresses:

If via e-mail to both of the following:

engineer@fairfieldcountyohio.gov
eric.mccrady@fairfieldcountyohio.gov

If via FAX, to the following:

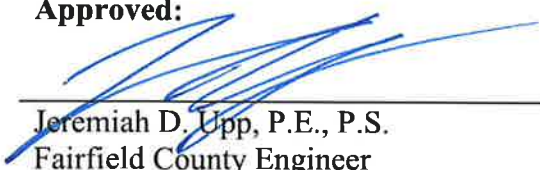
ATTN: JEREMIAH UPP
ATTN: ERIC MCCRADY
FAX NO.: (740) 687-7055

Notifications to Williams shall be to the following Persons:

Wil-Power Pipeline OH LLC
c/o Scott Hrivnak
Scott.Hrivnak@williams.com
CELL: 330-206-4901

IN WITNESS WHEREOF, the parties have signed this Agreement below:

Approved:



Jeremiah D. Upp, P.E., P.S.
Fairfield County Engineer

Executed this 2 day of OCT., 2025

County of Fairfield, Ohio:

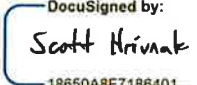
Steven A. Davis, County Commissioner

Jeff Fix, County Commissioner

David Levacy, County Commissioner

Wil-Power Pipeline OH, LLC:

DocuSigned by:


Scott Hrivnak

18650A8F7186401

By: Scott Hrivnak
Its: Project Manager

**Williams Aristotle South Pipeline
FAIRFIELD COUNTY HAUL ROUTES AND BRIDGES**

<u>ROAD NAME</u>	<u>FROM</u>	<u>TO</u>	<u>MILES</u>	<u># of Crossings</u>	<u>BRIDGES</u>
Basil Rd (CR 46)	SR 204 (5.847)	Blacklick Rd (7.43)	1.58	0	
Basil Rd (CR 46)	Blacklick Rd (7.51)	Licking Co Line (8.02)	0.51	1	Lib-2 120%
Blacklick Rd (CR 83)	SR 204 (0.00)	SR 158 (4.11)	4.11	1	
Palmer Road (TR 36)	Smoke Rd (0.682)	Emswiler Rd (1.711)	1.03	0	
Emswiler Rd (TR 243)	Blacklick Rd (1.00)	Palmer Rd (0.51)	0.51	0	

**ROAD USE
PERFORMANCE BOND**

Bond No. 022243491

KNOW ALL MEN BY THESE PRESENTS: That we

Will-Power OH, LLC

of One Williams Center, MD 50-1, Tulsa, OK 74172,

as Principal, and Liberty Mutual Insurance Company an MA Corporation, as

Surety, are held and firmly bound unto County of Fairfield County, Ohio,

as Obligees, in the full and just sum of Seven Hundred Fifty One Thousand Eight Hundred and 00/100 Dollars

(\$751,800.00) lawful money of the United States of America,

to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written agreement with the Obligees for Road Improvements as per said agreement to restore the road to its previous satisfactory condition at certain road(s) known as

CR 46 Basil Road, CR 83 Blacklick Road, TR 36 Palmer Road, and TR 243 Emswiler Road

NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligees for all loss that the Obligees may sustain by reason of the failure of the said Principal to perform its obligation, then this obligation shall be void, otherwise to remain in full force and effect.

The maximum liability, however, in no event, shall not exceed the penal sum of this bond regardless of the number of renewals or claims.

The Surety reserves the right to cancel this bond by giving thirty (30) days written notice to the Obligees. On the effective date of such thirty day notice, the Surety is discharged and relieved of any liability, however, said Principal and Surety will be liable for any loss occurring up to the effective date or the 30 days cancellation subject to the limit of the bond.

Signed, sealed and dated this 23 day of September, 2025

Witness:

Janet O'Neal
Janet O'Neal

Principal: Will-Power OH, LLC

By:

Peter S. Burgess
Peter S. Burgess, Vice President

Witness:

Elizabeth Perri
Elizabeth Perri

Surety: Liberty Mutual Insurance Company

By:

Jeffrey M. Wilson
Attorney-in-Fact: Jeffrey M. Wilson



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213597-016032**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, _____ Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards, II; Richard H. Mitchell; Robert R. Freel; Samuel F. Audia, III; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of April, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 3rd day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Effective Date: April 24, 1924

Expiration Date: April 1, 2026

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

LIBERTY MUTUAL INSURANCE COMPANY

NAIC No. 23043

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Aircraft	Accident & Health
Allied Lines	Inland Marine
Boiler & Machinery	Medical Malpractice
Burglary & Theft	Multiple Peril - Commercial
Collectively Renewable A & H	Multiple Peril - Farmowners
Commercial Auto - Liability	Multiple Peril - Homeowners
Commercial Auto - No Fault	Noncancellable A & H
Commercial Auto - Physical Damage	Nonrenew-Related Reasons (A&H)
Credit	Ocean Marine
Credit Accident & Health	Other Accident only
Earthquake	Other Liability
Fidelity	Private Passenger Auto - Liability
Financial Guaranty	Private Passenger Auto - No Fault
Fire	Private Passenger Auto - Physical Damage
Glass	Surety
Group Accident & Health	Workers Compensation
Guaranteed Renewable A & H	

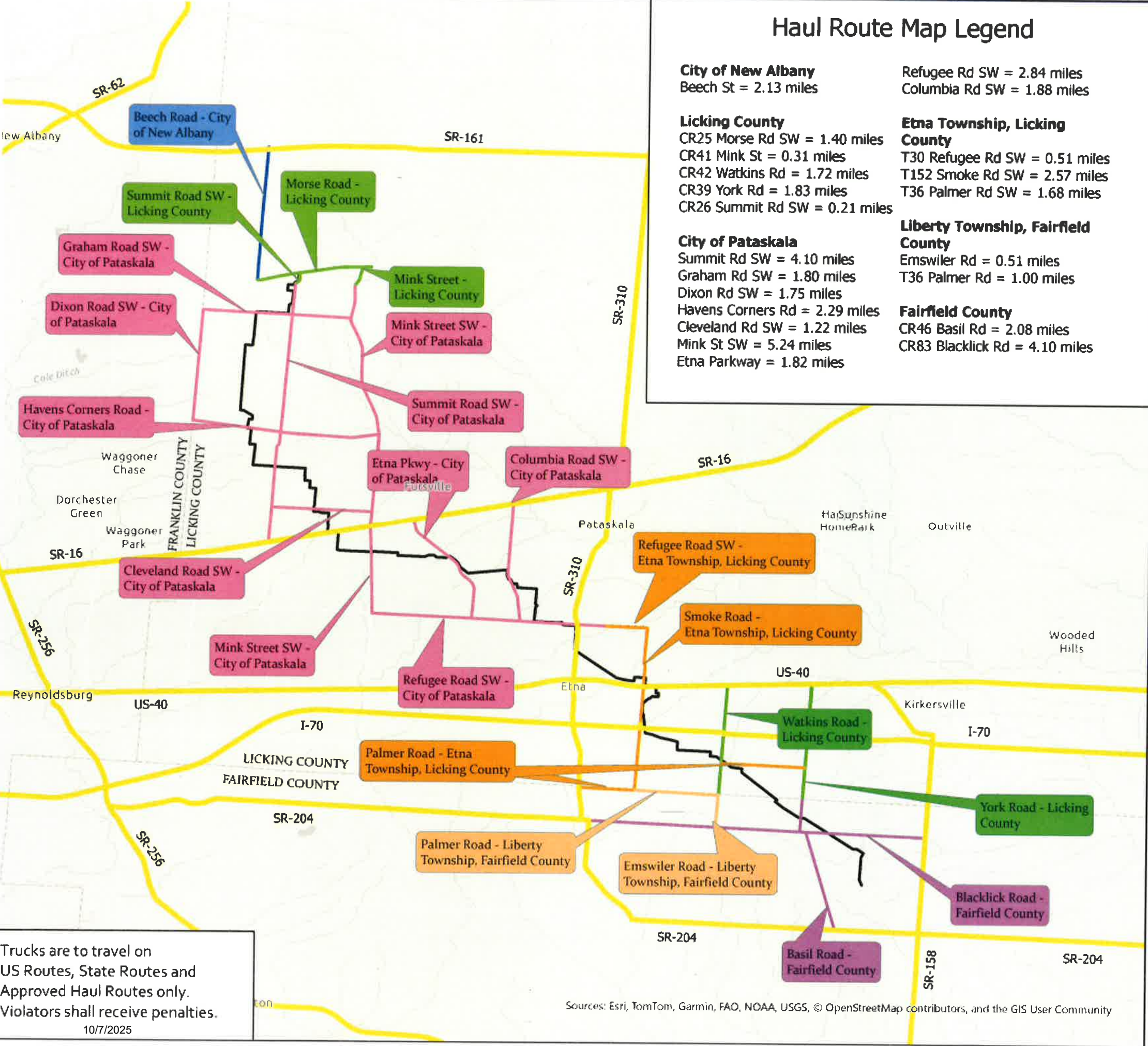
This Certificate of Authority is subject to the laws of the State of Ohio



Mike DeWine, Governor

Judith L. French

Judith French, Director



Haul Route Map Legend

OHIO

◆ Project Location

Legend

— Pipeline	— Etna Township
— City of New Albany	— Liberty Township
— Licking County	— Fairfield County
— City of Pataskala	— State/US Routes

EXHIBIT "A"

1 inch = 8,333 feet

0 4,500 9,000 18,000 Feet

Information depicted on this map is the sole property of Williams Companies. Electronic reproduction of any portion of this map is strictly prohibited absent the written consent of Williams Companies.

The Information in this map is to be used for reference purposes only. Williams Companies does not guarantee the accuracy of this material and is not responsible for any misuse or misrepresentation of this information.

Drafted
AK

Aristotle South Pipeline
Approved Haul Route Map

8/26/2025
126
Sheet of 1

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$77,250.00
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ Sole Source (attach documentation as to why contract is sole source)
 7. ☐ Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☒ Agreement not subject to Sections A-F (explain): Williams Pipeline RUMA
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. ☐ Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
 4. ☐ Purchase Order is included with Agreement
 5. ☐ Executed Ohio Law Acknowledgment Form (ORC 307.901)

Signed this 3rd day of October, 2025.

Name and Title

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***

Prosecutor's Approval Page

Resolution No.

A resolution to approve a Road Usage Agreement between Fairfield County and Will-Power Pipeline LLC.

(Fairfield County Engineer)

Approved as to form on 10/3/2025 1:21:17 PM by Amy Brown-Thompson,



Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

Signature Page

Resolution No. 2025-10.07.o

A resolution to approve a Road Usage Agreement between Fairfield County and Will-Power Pipeline LLC.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to approve a Change Order for the 2025 Microsurfacing Project.

WHEREAS, on June 17, 2025, this Board of Commissioners awarded the Contract Bid for the 2025 Microsurfacing Project to Pavement Maintenance Systems LLC for a Bid of \$268,602.87, and

WHEREAS, on August 5, 2025, this Board of Commissioners approved Resolution 2025-08.05.e along with Change Order Number One increasing the Contract price from \$268,602.87 to \$282,124.67.

WHEREAS, actual quantities of items used to complete this project differ from the quantities estimated in the Contract documents, as shown on the attached Change Order, and

WHEREAS, the County Engineer is requesting approval of Change Order Number Two to reflect actual quantities used to date on this project, which will increase the Contract price from \$282,124.67 to \$282,478.44.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

SECTION 1: that this Board of Commissioners resolves to approve and does hereby sign this Resolution and the attached Change Order Number Two, to increase the Contract price by \$353.77, making the revised cost of the 2025 Microsurfacing Project \$282,478.44.

SECTION 2: that the Clerk of this Board return the signed copy of this Resolution and the signed Change Order to the County Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineer's Office

OFFICE OF THE COUNTY ENGINEER

FAIRFIELD COUNTY, OHIO

CHANGE ORDER

Change Order No.: 2 & FINAL

Change Order Date: 10/2/2025

Contract For 2025 MICROSURFACING PROJECT

Contractor: PAVEMENT MAINTENANCE SYSTEMS LLC

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes:

1. Quantities reflect actual amounts used during construction.

Quantity and Cost Changes:

ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT \$	Decrease In Price	Increase In Price
642	0.18	MILE	CENTER LINE, TYPE 1	\$1,700.00	\$0.00	\$306.00
642	0.09	MILE	EDGE LINE, 4 INCH, TYPE 1	\$903.00	\$0.00	\$81.27
642	5	FT	CHANNELIZING LINE, 8", TYPE 1	\$1.40	\$0.00	\$7.00
642	-9.000	FT	TRANSVERSE/DIAGONAL LINE, TYPE 1	\$4.50	-\$40.50	\$0.00
					\$0.00	\$0.00

TOTALS: -\$40.50 \$394.27

Net Change in Contract Price: \$353.77

The sum of \$353.77 is hereby subtracted to the original contract price of \$282,124.67 making the current contract price: \$282,478.44

The time provided for completion is CHANGED by 25 calendar days.

This is the final change order and no further requests for payment will be made.

This document will become a supplement to the contract and all provisions of the contract apply hereto.

Recommended - Co. Engr.
Date: 10/13/2025

Tyler Hoynes
PAVEMENT MAINTENANCE SYSTEMS LLC
Date: 10/3/2025

Approved:

Fairfield County Commissioners
Date:

Resolution No. 2025-10.07.p

A resolution to approve a Change Order for the 2025 Microsurfacing Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services

WHEREAS, FCJFS is responsible for paying the Health Department for their Birth Certificate costs; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1: That the Fairfield County Board of Commissioners approve the following memo receipt:

71700300- 434410 Reimbursement - \$96.00

This amount represents monies owed to the Health Department for FCJFS's costs paid to the Health Department as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the Health Department for FCJFS's Birth Certificate costs.

Memo expenditure as referenced below:

Vendor # 7482 Fairfield County Health Department

Account: 12207207-533000 Other Professional Services

Amount: \$96.00

Prepared by: Brandi Downhour, Budget Manager

cc: Jamie Ehorn, Fairfield County Health Department

Signature Page

Resolution No. 2025-10.07.q

A resolution to approve a memo exp./ memo receipt for the costs of Birth
Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072
Public Children's Service

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted
upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to approve a memo receipt and memo expenditure for Fairfield County Job & Family Services' Children Services Fund and Protective Service Levy Fund, respectively.

WHEREAS, on November 7, 2017, the voters of Fairfield County approved a property tax levy renewal with an increase of 1.0 mill, resulting in a total levy of 2.0 mills, for the period of 10 years, commencing in 2017, first due in calendar year 2018;

WHEREAS, the tax levy with an increase outside of the ten-mill limitation was for the purpose of providing protective services for children who are victims of physical and sexual abuse, neglect, or exploitation and elderly individuals sixty (60) years of age or older who are victims of abuse, neglect, and exploitation, as authorized by Section 5705.191 of the Ohio Revised Code;

WHEREAS, fund (#2758), Protective Services Levy Fund, is used to record activity for the levy;

WHEREAS, on March 26, 2010, the Fairfield County Prosecuting Attorney issued an opinion on the "Movement of Funds from the Adult Protective Services / Child Protective Services Levy Fund (Account) (the APS / CPS Levy Fund)" and this process has been long-standing as an acceptable, audited procedure;

WHEREAS, the above-referenced County Prosecutor opinion states (in part), "it is my recommendation that the County Commissioners pass a resolution...during the term of the APS / CPS Levy designating that a sum certain of funds (presumably to be determined by the Commissioners in consultation with JFS) be transferred from the APS / CPS Levy Fund to the CPS Fund (Fund 2072)";

WHEREAS, the above-referenced opinion states further, "Assuming that these resolutions are properly enacted by the Commissioners and that the funds are transferred pursuant to those resolutions to the CPS Fund (Fund 2072), it is my opinion, and this letter is intended to clarify, that the APS /CPS Levy Fund established by resolution of the Fairfield County Board of Commissioners is covered under the "movements of cash by operation of law" noted in County Advisory Bulletin 2009-001: Inter-fund Cash Transactions";

A resolution to approve a memo receipt and memo expenditure for Fairfield County Job & Family Services' Children Services Fund and Protective Service Levy Fund, respectively.

WHEREAS, the second half settlement of tax levy revenue has been completed, and

WHEREAS, the budget for the CPS portion of the Levy proceeds has been previously established to be \$3,700,000.00 for the second half transfer, for July 2025 – December 2025,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Fairfield County Auditor reflect the following memo receipt, which is an amount to be used "in accordance with the levy language intent":

12207207-434017 REICPS (Reimbursement Child Protective Services)
\$3,700,000.00

Section 2. That the Fairfield County Board of Commissioners approve the following expenditure, and request the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant, covered under "movements of cash by operation of law" to the Child Protective Services Fund.

Memo Expenditure:

Vendor #: 06396 – Job & Family Services
Account #: 12275851-900001 – Special Reporting – Reim CPS
Amount: \$3,700,000.00

Signature Page

Resolution No. 2025-10.07.r

A resolution to approve a memo receipt and memo expenditure for Fairfield County Job & Family Services' Children Services Fund and Protective Service Levy Fund, respectively.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to approve a memo receipt and memo expenditure for Fairfield County Job & Family Services' Children Services Fund and Protective Service Levy Fund, respectively.

WHEREAS, on November 7, 2017, the voters of Fairfield County approved a property tax levy renewal with an increase of 1.0 mill, resulting in a total levy of 2.0 mills, for the period of 10 years, commencing in 2017, first due in calendar year 2018;

WHEREAS, the tax levy with an increase outside of the ten-mill limitation was for the purpose of providing protective services for children who are victims of physical and sexual abuse, neglect, or exploitation and elderly individuals sixty (60) years of age or older who are victims of abuse, neglect, and exploitation, as authorized by Section 5705.191 of the Ohio Revised Code;

WHEREAS, fund (#2758), Protective Services Levy Fund, is used to record activity for the levy;

WHEREAS, on March 26, 2010, the Fairfield County Prosecuting Attorney issued an opinion on the "Movement of Funds from the Adult Protective Services / Child Protective Services Levy Fund (Account) (the APS / CPS Levy Fund)" and this process has been long-standing as an acceptable, audited procedure;

WHEREAS, the above-referenced County Prosecutor opinion states (in part), "it is my recommendation that the County Commissioners pass a resolution...during the term of the APS / CPS Levy designating that a sum certain of funds (presumably to be determined by the Commissioners in consultation with JFS) be transferred from the APS / CPS Levy Fund to the CPS Fund (Fund 2072)";

WHEREAS, the above-referenced opinion states further, "Assuming that these resolutions are properly enacted by the Commissioners and that the funds are transferred pursuant to those resolutions to the CPS Fund (Fund 2072), it is my opinion, and this letter is intended to clarify, that the APS /CPS Levy Fund established by resolution of the Fairfield County Board of Commissioners is covered under the "movements of cash by operation of law" noted in County Advisory Bulletin 2009-001: Inter-fund Cash Transactions";

A resolution to approve a memo receipt and memo expenditure for Fairfield County Job & Family Services' Children Services Fund and Protective Service Levy Fund, respectively.

WHEREAS, the second half settlement of tax levy revenue has been completed, and

WHEREAS, the budget for the CPS portion of the Levy proceeds has been previously established to be \$3,700,000.00 for the second half transfer, for July 2025 – December 2025,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Fairfield County Auditor reflect the following memo receipt, which is an amount to be used "in accordance with the levy language intent":

12207207-434017 REICPS (Reimbursement Child Protective Services)
\$3,700,000.00

Section 2. That the Fairfield County Board of Commissioners approve the following expenditure, and request the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant, covered under "movements of cash by operation of law" to the Child Protective Services Fund.

Memo Expenditure:

Vendor #: 06396 – Job & Family Services
Account #: 12275851-900001 – Special Reporting – Reim CPS
Amount: \$3,700,000.00

Signature Page

Resolution No. 2025-10.07.s

A resolution to approve a memo receipt and memo expenditure for Fairfield County Job & Family Services' Children Services Fund and Protective Service Levy Fund, respectively.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund

WHEREAS, FCJFS is responsible for paying Lancaster- Fairfield Public Transit for their Transportation cost; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1: That the Fairfield County Auditor reflect the following memo receipt:

12290800- 433000 Reimbursement - \$157,567.17

This amount represents monies owed to Lancaster-Fairfield Public Transit for FCJFS's cost paid to Lancaster-Public Transit as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing Lancaster-Fairfield Public Transit for FCJFS's Transportation cost.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Lancaster Public Transit System

Account: 12201812-530000 Contractual Services

Amount: \$153,303.67

Account: 12201812-530005 Contract Services - Other

Amount: \$4,263.50

Prepared by: Brandi Downhour, Budget Manager

cc: Courtney Martin, Lancaster-Fairfield Public Transit

FAIRFIELD COUNTY JOB AND FAMILY SERVICES
239 WEST MAIN ST
LANCASTER, OHIO 43130

Provider: **Fairfield Public Transit** Phone #: **740-681-5086**
 Address: **746 Lawrence Street** City: **Lancaster** Zip Code: **43130**

EXPENSES:	Current Month	Service Month:	August	Year:	2025
Unit Rate	\$5.50	MOU Term			
Flat Rate	\$30.00				
Fully Allocated Cost Rate	\$10.07	From:	July 2025	To:	June 2026
Fully Allocated Cost Amount	\$15,668.92				
Total # of Trips	1556				
Total Trip Amount	\$46,290.00				
Total Wait Time	265				
Total Wait Time Amount	\$6,631.25				
Total # Miles	10,313				
Total Milage Amount	\$89,595.00				
Total Cost for Service Month	\$158,185.17				
Adjustments					
TOTAL BILLED	\$158,185.17				

I hereby certify that all recipients provided transportation were duly authorized Medicaid eligible individuals and that the transportation was provided in accordance with Chapter 5160-15 of the OAC:

Signature of Provider: **Aaron Kennedy**

Title: **Transit Director**

Date: **9/26/2025**

☒ Please check box indicating that you are authorized to submit invoice electronically

[E] August 2025–Fairfield County Transit–Invoice/billing

IN PROCESS

Incident ID: 2639726 

Details

Acct/Dept

Job & Family Services.CDHS

Type

General / Shared Finance

Service

IT Incidents & Service Requests / Incident

Priority

SLA

Medium

Finance Team SLA

Resolve By: Wed 10/29/25 12:21:00 PM



Created

Thu 10/2/25 12:51 PM by ITSsupport ITSsupport

Last Modified

Fri 10/3/25 8:51 AM by Matthew Johnson

Age

20 hours old

Reviewer

Unassigned

Responsibility

JFS Finance / Matthew Johnson

Responded

Fri 10/3/25 8:51 AM by Matthew Johnson

Date(s)

Starts Thu 10/2/25

Description

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please see the attached Invoice/billing from FCT for the month of August 2025. Please see attached CCMEP breakdown of charges (TANF=\$4263.50/WIOA=\$618.00) CFIS updated.

All NET and TANF rides have been confirmed, and all NET customers are eligible.

Approved for payment.

Breakdown of charges:

Total Trip Amount (Base): CCCMEP-\$1950.00;CC:TANF \$2,010.00/NET \$12,570.00;CFI \$27,210.00;Carealot \$2,550.00=**Total \$46,290.00**

Wait amount: CC-TANF \$18.75/NET \$1287.50;CFI \$3,668.75;Carealot \$1,656.25=**\$6,631.25**

Total Mileage amount: CCMEP \$4,881.50;CC TANF \$3799.75/NET \$36578.00;CFI \$79240.25; Carealot \$18016.75=**Total \$142,516.25**

Total Cost for month: Allocated (1556 trips) \$15,668.92 plus Total mileage amount \$142,516.25=\$155,185.17

Thank you!

Michele White, Program Contract Specialist

Finance



239 West Main Street
Lancaster, OH 43130



fcjfs.org



740-652-7684 (T)
740-689-4848 (F)

10/7/2025

169



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Requestor

Name

Michele White

Time Zone

(GMT-05:00)Eastern Time(US and Canada)

Company

Fairfield County

Title

Transportation / Fiscal Services Supervisor

Primary Email

michele.white@jfs.ohio.gov

Feed (5)

All

Communications

☒ Edits ☒ Status Changes ☒ Comments

MJ Matthew Johnson

Changed Status from **New** to **In Process**.

Hi Michele,

The July invoice was attached to the august ticket. Can you please send over the August invoice? Thank you!

Matt

Notified: Michele White <michele.white@jfs.ohio.gov>

Fri 10/3/2025 8:51 AM

MJ Matthew Johnson (private)

Took primary responsibility for this incident.

Thu 10/2/2025 3:43 PM

KS Kellie Senig

Approved

Kellie Senig

Finance Supervisor

Job & Family Services

239 W Main St

Lancaster, Ohio 43130

740-652-7749

Thu 10/2/2025 2:06 PM

KS Kellie Senig (private)

Changed Type from "General / Incident" to "General / Shared Finance".

Thu 10/2/2025 2:06 PM

⚙️ System (private)

Attempting to change Service Level Agreement from "" to "Finance Team SLA" as a result of applying the "SLA " rule.

Notified: Brandi Downhour <brandi.downhour@jfs.ohio.gov>, Joshua Crawford <Josh.Crawford@jfs.ohio.gov>, Morgan Fox <morgan.fox3@jfs.ohio.gov>

Thu 10/2/2025 12:51 PM

Signature Page

Resolution No. 2025-10.07.t

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund

WHEREAS, FCJFS is responsible for paying Lancaster- Fairfield Public Transit for their Transportation cost; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1: That the Fairfield County Auditor reflect the following memo receipt:

12290800- 433000 Reimbursement - \$930.00

This amount represents monies owed to Lancaster-Fairfield Public Transit for FCJFS's cost paid to Lancaster-Public Transit as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing Lancaster-Fairfield Public Transit for FCJFS's Transportation cost.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Lancaster Public Transit System

Account: 12259907-530005 Contract Services - Other
Amount: \$930.00

Prepared by: Brandi Downhour, Budget Manager
cc: Courtney Martin, Lancaster-Fairfield Public Transit

FAIRFIELD COUNTY JOB AND FAMILY SERVICES
239 WEST MAIN ST
LANCASTER, OHIO 43130

Provider: **Fairfield Public Transit** Phone #: **740-681-5086**
 Address: **746 Lawrence Street** City: **Lancaster** Zip Code: **43130**

EXPENSES:	Current Month	Service Month: July Year: 2025
Unit Rate	\$5.50	MOU Term From: July 2025 To: June 2026
Flat Rate	\$30.00	
Fully Allocotated Cost Rate	\$10.07	
Fully Allocotated Cost Amount	\$16,776.62	
Total # of Trips	1666	
Total Trip Amount	\$49,710.00	
Total Wait Time	274	
Total Wait Time Amount	\$6,837.50	
Total # Miles	17,157	
Total Milage Amount	\$94,627.50	
Total Cost for Service Month	\$167,951.62	
Adjustments		
TOTAL BILLED	\$167,951.62	

I hereby certify that all recipients provided transportation were duly authorized Medicaid eligible individuals and that the transportation was provided in accordance with Chapter 5160-15 of the OAC:

Signature of Provider: **Aaron Kennedy**

Title: **Transit Director**

Date: **9/26/2025** (Delay due to required update to MOU)

☒ Please check box indicating that you are authorized to submit invoice electronically

[E] July 2025 Fairfield County Transit-Invoice

NEW

Incident ID: 2638797 

Details

Acct/Dept

Job & Family Services.CDHS

Type

General / Shared Finance

Service

IT Incidents & Service Requests / Incident

Priority

Medium

SLA

Finance Team SLA

Resolve By: Wed 10/29/25 10:34:00 AM



Created

Thu 10/2/25 11:04 AM by ITSsupport ITSsupport

Last Modified

Thu 10/2/25 3:42 PM by Matthew Johnson

Age

21 hours old

Reviewer

Unassigned

Responsibility

JFS Finance / Matthew Johnson

Date(s)

Starts Thu 10/2/25

Description

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please see the attached invoice/billing from Fairfield County Transit for the month of July 2025. Also, attached **CCMEP breakdown for WIOA -\$930.00/TANF-\$3,058.00**. CFIS completed.

All NET and TANF trips have been verified and confirmed. NET eligibility confirmed for all but, transports for Lisa Powell. **The Powell transports will be paid from other funds (FB-\$120.00 & CFI-\$180.00=Total \$300.00).**

All rides approved for payment.

Breakdown of charges:

Total Trip Amount (Base rate): CC-CCMEP=\$1,590.00; CC-TANF=\$4,590.00/NET-\$13,470.00; CFI-\$27,540.00; Carealot-\$2,520.00=**Total \$49,710.00**

Wait time: CC-TANF-\$50.00/NET-\$1,150.00; CFI-\$3,787.50; Carealot-\$1,850.00=**Total \$6,837.50**

Total Mileage: CCMEP-\$2,398.00; CC-TANF-\$3,630.00/NET-\$22,302.50; CFI-\$52,503.00; Carealot-\$13,794.00=**Total \$94,627.50**

Allocated Cost; 1,666 trips completed=**\$16,776.62**

Total billed: Allocated cost-\$16776.62; Trip Amount-\$49710.00; Wait time-\$6837.50; Total mileage-\$94627.50=\$167,951.62

I will be sending over August in a separate ticket.

Thank you!

Michele

Michele White, Program Contract Specialist

 239 West Main Street
Lancaster, OH 43130

 fcjfs.org

 740-652-7684 (T)
740-689-4848 (F)



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Requestor

Name

Michele White

Time Zone

(GMT-05:00)Eastern Time(US and Canada)

Company

Fairfield County

Title

Transportation / Fiscal Services Supervisor

Primary Email

michele.white@jfs.ohio.gov

Feed (4)

All

Communications

☒ Edits ☒ Status Changes ☒ Comments

MJ Matthew Johnson (private)

Took primary responsibility for this incident.

Thu 10/2/2025 3:42 PM

KS Kellie Senig

Approved

Kellie Senig

Finance Supervisor

Job & Family Services

239 W Main St

Lancaster, Ohio 43130

740-652-7749

Thu 10/2/2025 12:24 PM

KS Kellie Senig (private)

Changed Type from "General / Incident" to "General / Shared Finance".

Thu 10/2/2025 12:24 PM

** System (private)**

Attempting to change Service Level Agreement from "" to "Finance Team SLA" as a result of applying the "SLA " rule.

Notified: Brandi Downhour <brandi.downhour@jfs.ohio.gov>, Joshua Crawford <Josh.Crawford@jfs.ohio.gov>, Morgan Fox <morgan.fox3@jfs.ohio.gov>

Thu 10/2/2025 11:04 AM

Signature Page

Resolution No. 2025-10.07.u

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund

WHEREAS, FCJFS is responsible for paying Lancaster- Fairfield Public Transit for their Transportation cost; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1: That the Fairfield County Auditor reflect the following memo receipt:

12290800- 433000 Reimbursement - \$167,021.62

This amount represents monies owed to Lancaster-Fairfield Public Transit for FCJFS's cost paid to Lancaster-Public Transit as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing Lancaster-Fairfield Public Transit for FCJFS's Transportation cost.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Lancaster Public Transit System

Account: 12201812-530000 Contractual Services

Amount: \$163,663.62

Account: 12201812-530005 Contract Services - Other

Amount: \$3,058.00

Account: 12201812-550000 Other Purchased Services

Amount: \$300.00

Prepared by: Brandi Downhour, Budget Manager

cc: Courtney Martin, Lancaster-Fairfield Public Transit

**FAIRFIELD COUNTY JOB AND FAMILY SERVICES
239 WEST MAIN ST
LANCASTER, OHIO 43130**

Provider: **Fairfield Public Transit** **Phone #:** **740-681-5086**
Address: **746 Lawrence Street** **City:** **Lancaster** **Zip Code:** **43130**

EXPENSES:	Current Month	Service Month:	July	Year:	2025
Unit Rate	\$5.50	MOU Term			
Flat Rate	\$30.00				
Fully Allocotated Cost Rate	\$10.07	From:	July 2025	To:	June 2026
Fully Allocotated Cost Amount	\$16,776.62				
Total # of Trips	1666				
Total Trip Amount	\$49,710.00				
Total Wait Time	274				
Total Wait Time Amount	\$6,837.50				
Total # Miles	17,157				
Total Milage Amount	\$94,627.50				
Total Cost for Service Month	\$167,951.62				
Adjustments					
TOTAL BILLED	\$167,951.62				

I hereby certify that all recipients provided transportation were duly authorized Medicaid eligible individuals and that the transportation was provided in accordance with Chapter 5160-15 of the OAC:

Signature of Provider: **Aaron Kennedy**

Title: **Transit Director**

Date: **9/26/2025** (Delay due to required update to MOU)

☒ Please check box indicating that you are authorized to submit invoice electronically

[E] July 2025 Fairfield County Transit-Invoice

NEW

Incident ID: 2638797 

Details

Acct/Dept

Job & Family Services.CDHS

Type

General / Shared Finance

Service

IT Incidents & Service Requests / Incident

Priority

Medium

SLA

Finance Team SLA

Resolve By: Wed 10/29/25 10:34:00 AM



Created

Thu 10/2/25 11:04 AM by ITSsupport ITSsupport

Last Modified

Thu 10/2/25 3:42 PM by Matthew Johnson

Age

21 hours old

Reviewer

Unassigned

Responsibility

JFS Finance / Matthew Johnson

Date(s)

Starts Thu 10/2/25

Description

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please see the attached invoice/billing from Fairfield County Transit for the month of July 2025. Also, attached **CCMEP breakdown for WIOA -\$930.00/TANF-\$3,058.00**. CFIS completed.

All NET and TANF trips have been verified and confirmed. NET eligibility confirmed for all but, transports for Lisa Powell. **The Powell transports will be paid from other funds (FB-\$120.00 & CFI-\$180.00=Total \$300.00).**

All rides approved for payment.

Breakdown of charges:

Total Trip Amount (Base rate): CC-CCMEP=\$1,590.00; CC-TANF=\$4,590.00/NET-\$13,470.00; CFI-\$27,540.00; Carealot-\$2,520.00=**Total \$49,710.00**

Wait time: CC-TANF-\$50.00/NET-\$1,150.00; CFI-\$3,787.50; Carealot-\$1,850.00=**Total \$6,837.50**

Total Mileage: CCMEP-\$2,398.00; CC-TANF-\$3,630.00/NET-\$22,302.50; CFI-\$52,503.00; Carealot-\$13,794.00=**Total \$94,627.50**

Allocated Cost; 1,666 trips completed=**\$16,776.62**

Total billed: Allocated cost-\$16776.62; Trip Amount-\$49710.00; Wait time-\$6837.50; Total mileage-\$94627.50=\$167,951.62

I will be sending over August in a separate ticket.

Thank you!

Michele

Michele White, Program Contract Specialist

 239 West Main Street
Lancaster, OH 43130

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Requestor

Name

Michele White

Time Zone

(GMT-05:00)Eastern Time(US and Canada)

Company

Fairfield County

Title

Transportation / Fiscal Services Supervisor

Primary Email

michele.white@jfs.ohio.gov

Feed (4)

All

Communications

☒ Edits ☒ Status Changes ☒ Comments

MJ Matthew Johnson (private)

Took primary responsibility for this incident.

Thu 10/2/2025 3:42 PM

KS Kellie Senig

Approved

Kellie Senig

Finance Supervisor

Job & Family Services

239 W Main St

Lancaster, Ohio 43130

740-652-7749

Thu 10/2/2025 12:24 PM

KS Kellie Senig (private)

Changed Type from "General / Incident" to "General / Shared Finance".

Thu 10/2/2025 12:24 PM

⚙️ System (private)

Attempting to change Service Level Agreement from "" to "Finance Team SLA" as a result of applying the "SLA " rule.

Notified: Brandi Downhour <brandi.downhour@jfs.ohio.gov>, Joshua Crawford <Josh.Crawford@jfs.ohio.gov>, Morgan Fox <morgan.fox3@jfs.ohio.gov>

Thu 10/2/2025 11:04 AM

Signature Page

Resolution No. 2025-10.07.v

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund

WHEREAS, FCJFS is responsible for paying Lancaster- Fairfield Public Transit for their Transportation cost; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1: That the Fairfield County Auditor reflect the following memo receipt:

12290800- 433000 Reimbursement - \$618.00

This amount represents monies owed to Lancaster-Fairfield Public Transit for FCJFS's cost paid to Lancaster-Public Transit as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing Lancaster-Fairfield Public Transit for FCJFS's Transportation cost.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Lancaster Public Transit System

Account: 12259907-530005 Contract Services - Other
Amount: \$618.00

Prepared by: Brandi Downhour, Budget Manager
cc: Courtney Martin, Lancaster-Fairfield Public Transit

FAIRFIELD COUNTY JOB AND FAMILY SERVICES
239 WEST MAIN ST
LANCASTER, OHIO 43130

Provider: **Fairfield Public Transit** **Phone #:** **740-681-5086**
Address: **746 Lawrence Street** **City:** **Lancaster** **Zip Code:** **43130**

EXPENSES:	Current Month	Service Month:	August	Year:	2025
Unit Rate	\$5.50	MOU Term			
Flat Rate	\$30.00				
Fully Allocated Cost Rate	\$10.07	From:	July 2025	To:	June 2026
Fully Allocated Cost Amount	\$15,668.92				
Total # of Trips	1556				
Total Trip Amount	\$46,290.00				
Total Wait Time	265				
Total Wait Time Amount	\$6,631.25				
Total # Miles	10,313				
Total Milage Amount	\$89,595.00				
Total Cost for Service Month	\$158,185.17				
Adjustments					
TOTAL BILLED	\$158,185.17				

I hereby certify that all recipients provided transportation were duly authorized
 Medicaid eligible individuals and that the transportation was provided in accordance
 with Chapter 5160-15 of the OAC:

Signature of Provider: **Aaron Kennedy**

Title: **Transit Director**

Date: **9/26/2025**

☒ Please check box indicating that you are authorized to submit invoice electronically

[E] August 2025–Fairfield County Transit–Invoice/billing

IN PROCESS

Incident ID: 2639726 

Details

Acct/Dept

Job & Family Services.CDHS

Type

General / Shared Finance

Service

IT Incidents & Service Requests / Incident

Priority

Medium

SLA

Finance Team SLA

Resolve By: Wed 10/29/25 12:21:00 PM



Created

Thu 10/2/25 12:51 PM by ITSsupport ITSsupport

Last Modified

Fri 10/3/25 8:51 AM by Matthew Johnson

Age

20 hours old

Reviewer

Unassigned

Responsibility

JFS Finance / Matthew Johnson

Responded

Fri 10/3/25 8:51 AM by Matthew Johnson

Date(s)

Starts Thu 10/2/25

Description

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please see the attached Invoice/billing from FCT for the month of August 2025. Please see attached CCMEP breakdown of charges (TANF=\$4263.50/WIOA=\$618.00) CFIS updated.

All NET and TANF rides have been confirmed, and all NET customers are eligible.

Approved for payment.

Breakdown of charges:

Total Trip Amount (Base): CCCMEP-\$1950.00;CC:TANF \$2,010.00/NET \$12,570.00;CFI \$27,210.00;Carealot \$2,550.00=**Total \$46,290.00**

Wait amount: CC-TANF \$18.75/NET \$1287.50;CFI \$3,668.75;Carealot \$1,656.25=**\$6,631.25**

Total Mileage amount: CCMEP \$4,881.50;CC TANF \$3799.75/NET \$36578.00;CFI \$79240.25; Carealot \$18016.75=**Total \$142,516.25**

Total Cost for month: Allocated (1556 trips) \$15,668.92 plus Total mileage amount \$142,516.25=\$155,185.17

Thank you!

Michele White, Program Contract Specialist

Finance



239 West Main Street
Lancaster, OH 43130



fcjfs.org



740-652-7684 (T)
740-689-4848 (F)

10/7/2025

187



SAFE Children • STABLE Families • STRONG Community



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Requestor

Name

Michele White

Time Zone

(GMT-05:00)Eastern Time(US and Canada)

Company

Fairfield County

Title

Transportation / Fiscal Services Supervisor

Primary Email

michele.white@jfs.ohio.gov

Feed (5)

All

Communications

☒ Edits ☒ Status Changes ☒ Comments

MJ Matthew Johnson

Changed Status from **New** to **In Process**.

Hi Michele,

The July invoice was attached to the august ticket. Can you please send over the August invoice? Thank you!

Matt

Notified: Michele White <michele.white@jfs.ohio.gov>

Fri 10/3/2025 8:51 AM

MJ Matthew Johnson (private)

Took primary responsibility for this incident.

Thu 10/2/2025 3:43 PM

KS Kellie Senig

Approved

Kellie Senig

Finance Supervisor

Job & Family Services

239 W Main St

Lancaster, Ohio 43130

740-652-7749

Thu 10/2/2025 2:06 PM

KS Kellie Senig (private)

Changed Type from "General / Incident" to "General / Shared Finance".

Thu 10/2/2025 2:06 PM

⚙️ System (private)

Attempting to change Service Level Agreement from "" to "Finance Team SLA" as a result of applying the "SLA " rule.

Notified: Brandi Downhour <brandi.downhour@jfs.ohio.gov>, Joshua Crawford <Josh.Crawford@jfs.ohio.gov>, Morgan Fox <morgan.fox3@jfs.ohio.gov>

Thu 10/2/2025 12:51 PM

Signature Page

Resolution No. 2025-10.07.w

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to appropriate from unappropriated into a major expense object category – Fund # 2072 – Protective Services - Fairfield County JFS

WHEREAS, appropriate from unappropriated into major expense categories of Contractual Services and Other for org# 12207207 is necessary for the expenses; and

WHEREAS, we need more appropriations in our Contractual Services and Other lines for expenses and to reimburse the PA fund for Shared Costs.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. Request that the Fairfield County Commissioners Appropriate from Unappropriated funds in the amount of \$290,000.00 for the major expense object categories:

12207207 Contractual Services	\$280,000.00
12207207 Other	\$10,000.00

Prepared by: Brandi Downhour, Budget Manager

**Appropriate from Unappropriated
For Auditor's Office Use Only:**

\$280,000.00 – Contractual Services

\$15,000.00 - 12207207 – 530000 - Contractual Services

\$25,000.00 - 12207207 – 530007 - Board & Care Foster

\$6,000.00 - 12207207 – 533000 – Other Professional Services

\$8,000.00 - 12207207 – 534040 – Specialized Services

\$26,000.00 - 12207207 – 550307 – Ohio Start Grant

\$200,000.00 - 12207207 – 554005 - Congregate Care

\$10,000.00 – Other

\$10,000.00 - 12207207 – 590011 – Adoption Assist

Signature Page

Resolution No. 2025-10.07.x

A resolution to appropriate from unappropriated into a major expense object category - Fund # 2072 - Protective Services - Fairfield County JFS

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution authorizing the approval of a cooperative agreement for the Treatment Foster Home Pilot by and between Fairfield County Job & Family Services, Protective Services Division and South Central Job and Family Services.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a cooperative agreement with South Central Job and Family Services, 475 Western Ave., Chillicothe, OH 45601; and

WHEREAS, the purpose of the cooperative agreement is for the parties to collaborate to institute a multi-tier system that serve the best interest of children within their care as multiple tiers allow for a system with options that better reflect the needs of the children and the level of care expected from treatment caregivers/foster parents; and

WHEREAS, this agreement shall be effective December 20th, 2024 through June 30th, 2026; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, AND STATE OF OHIO:

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached cooperative agreement between Fairfield County Job & Family Services, Protective Services Division and South Central Job and Family Services.

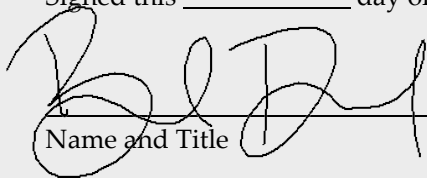
Prepared by: Brandi Downhour
cc: JFS / Budget Manager

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$77,250.00
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ Sole Source (attach documentation as to why contract is sole source)
 7. ☐ Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☒ Agreement not subject to Sections A-F (explain): Williams Pipeline RUMA
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. ☐ Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
 4. ☐ Purchase Order is included with Agreement
 5. ☐ Executed Ohio Law Acknowledgment Form (ORC 307.901)

Signed this 3rd day of October, 2025.



Brandi Downhour, Budget Manager

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***

**FAIRFIELD COUNTY JOB AND FAMILY SERVICES-PROTECTIVE SERVICES
TREATMENT FOSTER CARE FAIRFIELD COUNTY JOB AND FAMILY SERVICES
AND SOUTH CENTRAL JOB AND FAMILY SERVICES COOPERATIVE
AGREEMENT**

PURPOSE OF COOPERATIVE AGREEMENT

This Cooperative Agreement ("Agreement") is made and entered into effective on the 20th day of December 2024, between Fairfield County Job and Family Services via the Fairfield County Board of Commissioners ("Fairfield County"), and South Central Job and Family Services via the South Central County Job & Family Services Board of Commissioners (Hocking, Ross, & Vinton Counties).

Whereas, treatment foster care has grown to encompass children with a wide range of needs related to behavioral health, physical health, violence and delinquency, educational needs, etc;

Whereas, as such, those children with less severe needs are being placed within the traditional foster care system and children with higher needs are in congregate care (group homes and residential centers);

Whereas, the parties desire to collaborate to institute a multi-tier system that serve the best interest of children within their care as multiple tiers allow for a system with options that better reflect the needs of children and the level of care expected from treatment caregivers/foster parents;

Whereas, the parties, through their respective county commissioners, can enter into this type of agreement pursuant to Ohio Rev. Code 9.482 (B)(1).

NOW THEREFORE, in consideration of the premises and the mutual promises covenants and conditions contained herein, the parties hereto agree to the following:

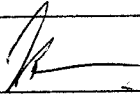
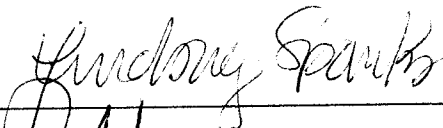
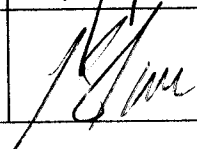
1. This agreement will be effective from December 20, 2024, through June 30, 2026.
2. The collaboration establishes treatment foster care policies to be incorporated within the approved policies of the licensing lead county (Fairfield). Fairfield County Job

and Family Services will take the lead in drafting and submitting the licensing policies.

3. The parties agree to establish a Treatment Foster Care Caseworker, who will be responsible for the case management, recruitment, certification, recertification, administration and monitoring of the treatment foster care program, providers, and children in the Fairfield and South Central Job and Family Services counties. One worker will oversee no more than 25 children in the treatment setting and 8 treatment homes. Fairfield County Job and Family Services will be responsible for the hiring/interviewing/supervision of the Treatment Foster Care Caseworker.
4. Upon hiring of the Treatment Foster Care Caseworker and during the life of the Tiered Foster Care Grant, salary and benefits for the Treatment Foster Care Caseworker will be paid solely through the Department of Children and Youth Tiered Foster Care grant.
5. The Treatment Foster Care Caseworker will be on the payroll, housed and supervised by Fairfield County Job and Family Services during the life of the Tiered Foster Care Grant. There will be routine check-ins on a bi-weekly basis between Fairfield County Job and Family Services and South Central Job and Family Services regarding the Treatment Foster Care Caseworker responsibilities and the licensed treatment foster homes. Once grant funds are depleted, Fairfield and South Central Job and Family Services will enter into a new agreement outlining fiscal and administrative responsibilities.
6. Administrative discussions will continue to ensure effectiveness, fairness, and equality of the distribution of work, and the contribution of salary by all parties. This will include a monthly meeting that will discuss home usage, identified needs, and any administrative employee decisions.
7. Fairfield County Job and Family Services and South Central Job and Family Services understand this written agreement supersedes all oral agreements.
8. Fairfield County Job and Family Services and South Central Job and Family Services agree the use or disclosure of any information concerning employees and clients for any purpose not directly connected to this service is prohibited.
9. Fairfield County Job and Family Services and South Central Job and Family Services agree to maintain compliance with state, federal, and local regulations which govern the provisions of this service including documentation and record retention.
10. This agreement may be terminated by either party with a 60-day written notice to all parties. If any terms of this agreement change, the parties will share such information

immediately and an addendum to this agreement memorializing the change to these terms shall be executed and signed by all parties. Any extension of this position beyond set agreed upon end date will require agreement from all parties, and dependent on the availability of funding.

11. Fairfield County Job and Family Services and South Central Job and Family Services agree that in performance of this agreement, there shall be no discrimination because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that Fairfield County Job and Family Services and South Central Job and Family Services will fully comply with all federal and state laws regarding such discrimination.
12. Fairfield County Job and Family Services and South Central Job and Family Services further agree to enter into a shared foster home agreement (SFHA) for children placed in a licensed foster home under this agreement. The SFHA is attached here to as an Exhibit A and in accordance with the rules and regulations set forth in the Ohio Administrative Code, and the licensing policies of Fairfield County Job and Family Services for foster care homes.

Fairfield County Job and Family Services	Corey Clark, Director	
Fairfield County Job and Family Services-Protective Services	Sarah Fortner, Protective Services Deputy Director	
Fairfield County Board of Commissioners	Steve Davis, Commissioner	
Fairfield County Board of Commissioners	David L. Levacy, Commissioner	
Fairfield County Board of Commissioners	Jeff Fix, Commissioner	
South Central Ohio Job and Family Services	Jody Walker, Director	
South Central Ohio Job and Family Services-Protective Services Administrator	Lindsay Sparks, Protective Services Administrator	
South Central Ohio Job and Family Services Hocking County Commissioner	Jason D'Onofrio, Commissioner	
South Central Ohio Job and Family Services Ross County Commissioner	James Lowe, Commissioner	

South Central Ohio Job and Family Services Vinton County Commissioner	Tim Eberts, Commissioner <i>T</i>	<i>Tim Eberts</i> SIGN AND DATE
---	--------------------------------------	------------------------------------

Approved as to form:

Fairfield (LEAD COUNTY) County Prosecutor

Date

SHARED FOSTER HOME AGREEMENT (OAC 5180:2-5-31)

FAIRFIELD COUNTY JOB & FAMILY SERVICES/SOUTH CENTRAL JOB & FAMILY SERVICES

CONTRACT AGENCY: Fairfield County Job and Family Services-Protective Services

ADDRESS: 239 W. Main St., Lancaster, OH 43130

PLACING AGENCY: South Central Job and Family Services

ADDRESS: 475 Western Ave., Chillicothe, OH 45601

CAREGIVER(S): _____

ADDRESS: _____

The contract agency grants permission for the placing agency to use the above foster home for the placement of the children named below:

CHILD:	DOB:	LEVEL OF CARE:

It is understood that the placing agency is requesting the use of this home for the following reasons:

- I. By signing this agreement, the placing agency agrees to:
 - Provide the contract agency a copy of the court order or the voluntary agreement for care granting them authority to place the child(ren) in substitute care.
 - Pay the following per diem rates based on Level of Care: Tier I \$50/day; Tier II \$70/day; Tier III \$90/day.
 - Provide services to this foster home.

- Not place any additional children in the caregiver's home without prior approval of the contract agency.
- Provide contract agency written notification of plans to remove the child(ren) from the caregiver's home.
- Provide at the request of the contract agency a written assessment of the sustainability of caregiver(s) to provide foster care for children. This request may be made during the recertification process or at placement termination.
- Provide the caregiver(s) all necessary documentation needed to enroll the child(ren) in an appropriate school setting.
- Provide to the caregiver(s) and to the contract agency a 24-hour emergency telephone number.

II. By signing this agreement, the contract agency agrees to:

- Provide to the placing agency a current copy of the Ohio Department of Children and Youth Services certificated to Board Children issued to the caregiver(s) and copies of any additional certificates issued while the home is being shared between the two agencies.
- Provide to the placing agency, upon request, information regarding supportive services available to children placed in the caregiver(s) home.

III. By signing this agreement, the caregiver(s) agrees to:

- Provide foster care to the child(ren) named in this agreement in accordance with the rules and regulations set forth in the Ohio Administrative Code, Foster Care Rules. The agreement shall be in effect for _____ and may be renewed by agreement of all parties.
(time frame)

Contract Agency Authorized Representative

Date

Placing Agency Authorized Representative

Date

Foster caregiver(s)

Date

Other Involved Parties

Date



A Contract regarding Treatment Foster Home Pilot between Job and Family Services and

Approved on 9/26/2025 10:30:36 AM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 9/26/2025 11:22:02 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a cooperative agreement for the Treatment Foster Home Pilot by and between Fairfield County Job & Family Services, Protective Services Division and South Central Job and Family Services.

(Fairfield County Job and Family Services)

Approved as to form on 10/1/2025 2:28:27 PM by Amy Brown-Thompson,



Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

Signature Page

Resolution No. 2025-10.07.y

A resolution authorizing the approval of a cooperative agreement for the Treatment Foster Home Pilot by and between Fairfield County Job & Family Services, Protective Services Division and South Central Job and Family Services.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution of an Agreement between the Public Children Services Association of Ohio and Fairfield County Job & Family Services, Fairfield County Protective Services Division

WHEREAS, this Agreement between Public Children Services Association of Ohio, a nonprofit corporation organized under the laws of the State of Ohio ("PCSAO"), and the Fairfield County PCSA, a governmental entity organized under the laws of Ohio ("County PCSA"), and

WHEREAS, the PCSAO and County PCSA wish to work together and collaborate with each other to plan and implement the Ohio START (Sobriety, Treatment, and Reducing Trauma) program which is an intervention program that will provide specialized victim services to children who have suffered victimization due to parental drug use, and

WHEREAS, this participation agreement shall be in effect July 1st, 2025 through June 30th, 2027, and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, AND STATE OF OHIO:

Section 1. That the Fairfield County Board of Commissioners hereby approves this Agreement between the Public Children Services Association of Ohio and Fairfield County Job & Family Services, Fairfield County Protective Services Division.

Prepared by: Brandi Downhour
cc: JFS / Budget Manager



Safe Children, Stable Families, Supportive Communities

Ohio START Subaward Agreement

THIS SUBAWARD AGREEMENT (“Agreement”) is made and entered into as of July 1, 2025 (Effective Date), by and between Public Children Services Association of Ohio, a nonprofit corporation organized under the laws of the State of Ohio (“PCSAO”), and Fairfield County Job and Family Services-Protective Services, a governmental entity organized under the laws of Ohio (“County PCSA”). PCSAO and County PCSA are sometimes referred to individually as a Party and collectively as the Parties.

PCSAO is a membership-driven association of Ohio’s county Public Children Services Agencies that advocates for sound public policy, promotes program excellence, and builds public value for safe children, stable families, and supportive communities.

In furtherance of Parties’ respective missions, the Parties wish to work together and collaborate with each other to implement Ohio START (Sobriety, Treatment, and Reducing Trauma) which is an evidence-informed children services-led intervention model that helps public children services agencies (PCSAs) bring together caseworkers, behavioral health providers, and family peer mentors into teams dedicated to helping families struggling with co-occurring child maltreatment and substance use disorder. Specifically, the Parties will work together to implement Ohio START.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. Collaboration. During the Term of this Agreement, the Parties shall work together to implement Ohio START.

2. Oversight and Evaluation.

2.1. Collaboration Oversight. The Parties shall meet regularly throughout the term of the Agreement to provide their expertise and input into the Collaboration, including the implementation and evaluation of Ohio START.

2.2. Operations. In consultation with PCSAO, County PCSA shall be responsible for managing the day-to-day operations of Ohio START in their agency. PCSAO shall be responsible for statewide coordination of training, meetings, technical assistance, and consultation.

2.3. Evaluation and Data. The Parties shall regularly evaluate Ohio START for compliance and progress towards anticipated measurable outcomes as set forth in the Ohio START Evaluation Plan attached hereto as Exhibit A. County PCSA will provide and otherwise facilitate reasonable access to data for the evaluation of Ohio START by entering data into the Needs Portal, operated by The Ohio State University.

3. County PCSA Responsibilities.

3.1. Implementation Requirements. To participate in Ohio START, the County PCSA agrees to work to meet implementation requirements, roles and responsibilities as set forth in the START Essential Components & Fidelity Standards attached hereto as Exhibit B. The County PCSA also agrees to adhere as best it can to the guidelines set forth in the program's Minimum Work Guidelines attached hereto as Exhibit C.

3.2. Leadership and Support. In addition to ongoing local management of Ohio START provided by a lead identified by County PCSA, PCSA leadership shall work with PCSAO to support, implement, and evaluate Ohio START.

3.3. Implementation. County PCSA is responsible for implementing Ohio START. The County PCSA responsibilities include, but are not limited to: establish a screening and assessment process to identify children and their families to participate in Ohio START; create strategic partnerships with other county agencies, including juvenile and family drug courts, Alcohol, Drug and Mental Health Boards, Family and Child First Council, and behavioral health providers; execute a MOU with behavioral health providers to implement Ohio START, and establish collaboration between the PCSA, behavioral health provider, and the juvenile/family court; ensure family peer mentors are recruited, employed, trained and appropriately supervised to provide services to Ohio START families; ensure staff have received training on the screening/assessment tools that will be used during the referral process; establish teams and participate in cross-training on the START model; local county teams will develop local protocols for referring, accessing treatment in a timely manner, intensive case management, team meetings, and case closure; participate in project meetings; collect required data for PCSAO and evaluation team as specified in section 3.6; provide required reporting timely and complete; identify key staff responsible for ensuring success of the program; ensure the agency is working toward model fidelity by having all PCSA staff, behavioral health providers, and family peer mentors trained in the model and conducting continuous quality improvement based upon recommendations from the PCSAO Ohio START Technical Assistance team and data provided by Ohio START evaluation team; and work with their local providers to ensure the provider is entering Ohio START client information into the Ohio Behavioral Health (OHBH) System.

3.4. Shared Learning Opportunities. As appropriate, County PCSA may invite PCSAO to participate in joint learning sessions, convenings, trainings, and other meetings held or sponsored by County PCSA to inform strategies that support the implementation of Ohio START. County PCSA shall have its Ohio START staff attend Ohio START sponsored shared learning opportunities if reasonable. These opportunities include Ohio START Consortium meetings, coaching calls, and learning communities.

3.5. Fiscal Responsibility. Apart from flex funds referenced in section 3.6 below, Ohio START expenditures are reimbursed directly from ODCY. PCSAO may occasionally assist ODCY in budget allocations. County PCSA is responsible for adhering to the fiscal policies and procedures as defined by ODCY along with the terms and conditions of this agreement. PCSAO shall not have any liability, monetary or otherwise, to County PCSA, local Ohio START partners, or any other person or entity for ODCY's denial of or insufficient funding to support such expenses.

3.6. Flex Funds.

3.6.1. Purpose. Upon launch of the flex funds program and issuance of formal guidance and as part of Ohio START's overall goals to prevent children from entering foster care and promoting quick reunification, Ohio START flexible funds will be available to County PCSA to support Ohio START families to prevent the removal of

children from the home, reduce or eliminate barriers to reunification, preserve placements with kin, and reduce or eliminate barriers to the family accessing treatment.

3.6.2. Requirements. To access Ohio START flex funds, County PCSA will be required to adhere to all issued guidelines, policies and procedures regarding flex funds. County PCSA will be required to seek pre-approval from PCSAO prior to receiving reimbursement for flex funds. All invoices for reimbursement must include the following:

1. County PCSA Name;
2. County PCSA Address;
3. County PCSA's Unique Invoice Number;
4. Date that services were provided or that supplies were delivered;
5. Itemization of supplies or services provided, including cost;
6. Receipt or other proof of cost;
7. Amount and purpose of the invoice; and
8. Clear statement of total payment expected.

3.6.3. Records and Liability. County PCSA is responsible for tracking Ohio START flex funds expenditures. County PCSA acknowledges that any misuse of federal funds or miscalculation of non-federal funds is solely the responsibility of the County PCSA, and that the County PCSA shall be solely responsible for all liability for such misuse and/or miscalculation and shall be responsible for returning such misuse of funds and any other penalties associated with the misuse.

3.6.4. Use of Funds. Ohio START Flex Funds shall be used exclusively for such exempt purposes as are described in Section 501(c)(3) of the Internal Revenue Code (the Code). County PCSA shall not engage in any activity in furtherance of the Ohio START program that jeopardizes PCSAO's tax status as a private operating corporation. No Ohio START Flex Funds shall be used: (a) to carry on propaganda, to attempt to influence legislation; (b) to participate in any political campaign on behalf of or in opposition of any candidate for public office; or (c) to make grants to individuals on a non-objective basis.

3.6.5. Availability of Funds. County PCSA understands that the availability of funds to support this Agreement is contingent on the Ohio START Grant Agreement between PCSAO and ODCY. If ODCY fails at any time to continue funding PCSAO for the payments due under the Ohio START Grant Agreement, this Agreement will be terminated as of the date funding expires without further obligation of PCSAO.

3.7. Data Sharing and Evaluation. County PCSA will work with contracted evaluators to continuously evaluate the implementation of Ohio START; to identify how the interventions were implemented in each county and the degree to which benchmarks were met over the course of the intervention period in order to assess where Ohio START increased access to service for populations receiving these intervention activities; to determine each County PCSA's achievement of model fidelity; to

determine how parenting behaviors have changed for parents with substance use disorders; and to evaluate the effectiveness of the Ohio START in reducing child maltreatment among families with substance use disorders. The contracted evaluators will share with PCSAO and County PCSA model fidelity and outcome data and collaboratively measure the impact of shared work. PCSAO will provide assistance to County PCSAs to build capacity to collect, analyze and report Ohio START data. County PCSA agrees to administer any tools developed by the contracted evaluators for evaluation purposes. County PCSA will enter the below required information into SACWIS, in a timely manner, required information includes but is not limited to the following:

- i. Demographic information for each case member.
- ii. All applicable removal reasons for each child removed.
- iii. All substance use information for each case member. This includes use of substance use assessment tools and drug testing results.
- iv. All placement information.
- v. All case services information. This includes listing Ohio START as a prevention service in the case plan and conducting prevention services eligibility on all Ohio START cases.
- vi. All applicable disposition harm descriptions; and
- vii. All family court hearings pertaining to the family.

County PCSA will enter required information in the Needs Portal in a timely manner, required information includes but is not limited to the following:

- i. Results of the substance use disorder screening assessment.
- ii. Results of the adult and child trauma screening tools.
- iii. Family Peer mentor visit dates and reports.
- iv. Treatment session dates, including date of referral and date of first appointment; and
- v. Any other data required to track model fidelity.

3.8. Decision Making Responsibility. County PCSA acknowledges and affirms that it retains sole control and responsibility for all decisions, recommendations, and endorsements it makes. PCSAO and its contractors make recommendations only and do not promise or guarantee any specific result. PCSAO shall not have any liability, monetary or otherwise, to County PCSA, local Ohio START partners, or any other person or entity for any actions or results that occur related to recommendations to County PCSA by PCSAO.

4. PCSAO Responsibilities.

4.1. Staffing. In addition to ongoing consultation and collaborative support for Ohio START, provided by a lead(s) identified by PCSAO, PCSAO staff shall work with County PCSA to support, implement, and evaluate Ohio START.

4.2. Funding. Apart from flex funds (referenced in section 3.6), Ohio START expenditures are reimbursed directly from ODCY. PCSAO may occasionally assist ODCY in budget allocations. County PCSA is responsible for adhering to the fiscal policies and procedures as defined by ODCY along with the terms and conditions of this agreement. County PCSA is responsible for all Ohio START costs not covered by ODCY. PCSAO shall not have any liability, monetary or otherwise, to County PCSA, local Ohio START partners, or any other person or entity for ODCY's denial of or insufficient funding to support Ohio START expenses for Fairfield County.

4.3. Flex Funds. Upon launch of the flex funds program and issuance of formal guidance, PCSAO will reimburse County PCSA for expenses approved by PCSAO used to support Ohio START families to prevent the removal of children from the home, reduce or eliminate barriers to reunification,

preserve placements with kin, and reduce or eliminate barriers to the family accessing treatment. PCSAO will approve County PCSA's submitted invoice for processing within 30 days of submission.

4.4. Technical Assistance and Training. PCSAO shall provide or procure technical assistance to support Ohio START. PCSAO may provide or assist in the coordination of securing training and share identified best practices, resource materials and tools with County PCSA. PCSAO will ensure PCSAs are able to access training and technical assistance on an as needed or required basis.

5. Program Reports. Throughout the Term of this Agreement, County PCSA will prepare and submit monthly program reports to PCSAO no later than the 10th of each month, attached hereto as Exhibit D. If the 10th falls on Saturday, the report will be due on Friday, the 9th. If the 10th falls on Sunday, the report will be due on Monday, the 11th. The monthly program reports (Exhibits D1, D2) shall be submitted by the County PCSA to PCSAO through electronic mail to Fawn Gadel at Fawn@pcsao.org with subject line "County PCSA Monthly Report". Failure to submit reports on time may lead to early termination of this Agreement.

6. Records.

6.1. Media. County PCSA agrees that any media produced pursuant to this Agreement will become the joint property of PCSAO and County PCSA. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. County PCSA and PCSAO will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way deemed appropriate. County PCSA further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. County PCSA understands that all materials and items produced under this Agreement will be made freely available to the public unless PCSAO and County PCSA determine that certain materials are confidential under federal or state law.

6.2. Proprietary Information. County PCSA information that is proprietary and has been specifically identified by County PCSA as proprietary will be held as confidential by PCSAO. Proprietary information is information that would put County PCSA at a competitive disadvantage in County PCSA's marketplace and trade if it were made public. PCSAO reserves the right to require reasonable evidence of County PCSA's assertion of the proprietary nature of any information. The provisions of this section are not self-executing. County PCSA must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.

6.3. Litigation Hold. County PCSA agrees to retain all records in accordance to any litigation holds that are provided to them by PCSAO and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require County PCSA to keep the records longer than the approved records retention schedule. County PCSA will be notified by PCSAO when the litigation hold ends, and retention can resume based on the approved records retention schedule.

7. Term and Termination.

7.1. Term. This Agreement shall commence upon the Effective Date and shall continue until June 30, 2027 (Term), unless sooner terminated under Section 7.2 of this Agreement or modified/amended pursuant to a written agreement of the Parties as specified in Section 14.8 of this Agreement.

7.2. Termination. Notwithstanding the Term, either Party may terminate its participation in the Ohio START and this Agreement at any time during the Term by giving thirty (30) business days' advanced written notice to the other Party.

7.3. Final Invoices. County PCSA expressly understands that PCSAO does not have the ability to compensate County PCSA for invoices submitted after the State of Ohio purchase order has been closed. State of Ohio purchase orders are issued per state fiscal year. Consultant must submit final invoices for payment for each state fiscal year no later than 60 calendar days after the end date of each state fiscal year, or if earlier, the end date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.

8. Confidentiality

8.1. Confidential Information. In connection with the Agreement, the Parties may share proprietary information and/or confidential information or materials regarding children, youth, or families relevant to the delivery of services to facilitate Ohio START, including but not limited to names, addresses, physical and mental health data, family history and like information (collectively, Confidential Information). Each Party warrants and agrees that, prior to sharing such Confidential Information: (a) it is authorized by law and/or has obtained the appropriate consent of the adult or minor and/or his/her legal representative to share such Confidential Information; and (b) it will be bound and abide by the confidentiality requirements as provided by applicable statutes, rules, and regulations.

8.2. HIPAA. If applicable, the Parties hereby agree to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (USC) and the implementing regulations found at Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations (CFR) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

8.3. Personnel. The Parties acknowledge that access to the Confidential Information of, and interaction with any children, youth or families requires discretion and sensitivity. Each Party represents and warrants that its personnel who have such access or interaction have been screened through appropriate background checks and have no history to suggest that it would be potentially dangerous, harmful, or otherwise inappropriate for such personnel to assume the assigned responsibilities.

9. Nondiscrimination Policy. No person shall be denied benefits or be discriminated against on the grounds of race, color, religion, sex, disability, national origin, citizenship, sexual orientation, marital status, political affiliation, or belief in any Ohio START activity.

10. Intellectual Property.

10.1. Previously or Independently Created Works. The Parties acknowledge that to the extent either Party has created written or otherwise documented work product prior to this Agreement (Works) and contributes Works for use in Ohio START that are subject to intellectual property rights, including copyrights, trademarks, and moral rights (IP Rights), that Party shall hold and retain its IP Rights to those Works, subject to a nonexclusive, perpetual, royalty-free, worldwide and irrevocable license, which is hereby granted, to the other Party to use those Works solely for purposes consistent with and subject to the provisions of this Agreement, including the right to sublicense to third-parties for non-commercial purposes.

10.2. Program Materials. In furtherance of Ohio START, the Parties may produce materials, including but not limited to research instruments, published reports, or papers (Program Materials). Each Party shall have the right to use Program Materials for non-commercial purposes without the consent of or any obligation to pay or account to the other Party.

11. Communication Standards.

11.1. Prior Approval. Prior to publication or other dissemination, PCSAO and County PCSA shall review and approve Program Materials.

11.2. Acknowledgement. County PCSA shall include a statement acknowledging PCSAO and ODCY as collaborators (Acknowledgement) on all Program Materials, published in any form and/or in any medium (e.g., reports and papers, flyers, programs, promotional materials, media references, websites). Acknowledgement of PCSAO and ODCY shall prominently appear on Program Materials, wherever other such acknowledgements and credits are provided, in a form substantially similar to the following:

“This [publication/report/project/event] was made possible in collaboration with PCSAO and the Ohio Department of Children and Youth pursuant to grant number G-2627-0136.”

11.3. Disclaimer. As requested by PCSAO, County PCSA shall include a disclaimer in a form substantially similar to the following:

“The findings and conclusions presented in this report are those of the author(s) alone, and do not necessarily reflect the opinions of the PCSAO.”

11.4. Use of Ohio START Logo. County PCSA shall include the Ohio START’s logo in its written materials, publications, and productions. The County PCSA does not need to request permission from PCSAO to use the Ohio START logo on such materials if the content relates to the program.

12. Insurance and Liability.

12.1. Insurance. Parties agree to maintain insurance with sufficient limits for the nature of the products or services they are providing and agree that the State of Ohio is an additional insured on any commercial general liability insurance required. Upon request, each Party shall provide the other with certificates of insurance.

12.2. Negligence of Parties. To the fullest extent permitted by law, County PCSA agrees to be responsible for its own liability, judgments and costs directly relating to any and all acts of negligence by County PCSA, its agents, and/or its employees. To the fullest extent permitted by law, PCSAO agrees to be responsible for its own liability, judgments, and costs directly relating to any and all acts of negligence by PCSAO, its agents, and/or its employees. The Parties expressly intend to allow for the full recovery of all damages and remedies otherwise available for negligence actions under Ohio law under this provision of the Agreement.

13. General.

13.1. Governing Law. The Agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Ohio and shall have been deemed to have been executed in Fairfield County, Ohio. Further, the parties agree to submit to the jurisdiction of, and agree that the venue is proper in the courts of the Fairfield County, Ohio, and the United States District Court for the Southern District of Ohio, Eastern Division.

13.2. Agreement Incorporation. This Agreement incorporates the applicable terms of PCSAO’s Grant Agreement with ODCY, DCY-G-2627-0136, by reference (Exhibit E). County PCSA agrees to be bound by all applicable terms and conditions of the DCY-G-2627-0136 Grant Agreement and the terms of the DCY-G-2627-0136 Grant Agreement prevail over any conflicting terms of this Agreement. PCSAO will be the sole point of contact for all contractual matters.

13.3. Separate Entities. By entering into this Agreement, the Parties do not intend to create a Joint-Employer relationship. This Agreement shall not create the relationship of employer and employee, a partnership, agency, joint venture, or other relationship between any or all of the Parties. Each Party shall be solely liable for the wages, employment taxes, fringe benefits, unemployment compensation, workers compensation, work schedules, and work conditions of its employees, representatives, agents, and subcontractors.

13.4. Notices. All notices or other communications shall be in writing and delivered to the address indicated on this Agreement. Such address may be changed by written notice to the other Party.

13.5. Debarment. Both Parties represent and warrant that they are not debarred from consideration for contract awards by any governmental agency

13.6. Subcontracting. The County PCSA shall not delegate the performance of its obligations under this Agreement (Subcontract) to any other person or entity without prior written approval from PCSAO.

13.7. Assignment. Neither Party shall assign this Agreement or its interest therein without the other Party's prior written consent. Any purported assignment in violation of this Section shall be null and void. This Agreement is binding upon and inures to the benefit of the Parties and their successors and permitted assignees.

13.8. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person or entity, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the Parties to this Agreement.

13.9. Entire Agreement/Modification. This document, including all attachments, contains the entire agreement of the Parties regarding the subject matter described in this Agreement, and all other promises, representations, understandings, arrangements, and prior agreements are merged into and superseded by this Agreement. This Agreement may only be modified by a written agreement of the Parties signed by an authorized representative of each Party.

13.10. No Interpretation against Drafter. The terms and conditions of this Agreement were negotiated by the Parties and any rule that inconsistencies or ambiguities are to be construed against the drafter shall not apply.

13.11. Waiver. The failure by any Party to insist upon strict performance by a party of any provision of this Agreement shall not operate or be construed as a subsequent waiver of that or any other provision by the other Party or parties.

13.12. Severability. If any term, provision, clause, or item of this Agreement is declared to be invalid or unenforceable by any court or administrative body of competent jurisdiction, the term, provision, clause, or item should be reformed (if possible, or severed if not) to give maximum effect to the intentions of the Parties, and the remaining portions of the Agreement shall be enforced to give effect to the Parties' intentions to the maximum extent possible.

13.13. Survival. The conditions, obligations and warranties contained in this Agreement that by their nature or that the Parties intend to survive the completion of the performance of the Agreement, shall survive the expiration or termination of the Agreement.

13.14. Counterparts. For the convenience of the Parties, this Agreement may be executed,

delivered, and received in counterpart originals, including by means of facsimile or email transmission, and such counterparts, taken together, shall constitute a single instrument.

THE REST OF THIS AGREEMENT WAS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Signatures:

Sarah Fortner, Deputy Director
Fairfield County Job & Family Services
239 W Main Street
Lancaster, OH 43130
EIN: 31-6400066

(DATE)



Angela Sausser, Executive Director
Public Children Services Association of Ohio
175 South Third Street, Suite 1150
Columbus, OH 43215
Employer ID Number: 31-0996612

August 21, 2025

(DATE)



A Contract regarding OhioSTART between Job and Family Services and

Approved on 9/18/2025 10:47:37 AM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 9/18/2025 10:50:26 AM by Corey Clark, Director of Fairfield County
Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services

In entering into a contract with Fairfield County (hereinafter "County"), a political subdivision of the State of Ohio, PCSAO (hereinafter "Company") acknowledges that certain provisions, should and where they exist in the underlying contract, must be removed from the contract in order to comply with Ohio law. Pursuant to R.C. 307.901 and R.C. 5705.41(D)(1) (see, e.g., 2005 Ohio Atty.Gen. Ops. No. 2005-007), the County is prohibited by law from entering contracts that contain **any** of the following terms:

- 1) A provision that requires the County to indemnify or hold harmless another person;
- 2) A provision by which the County agrees to binding arbitration or any other binding extra-judicial dispute resolution process;
- 3) A provision that names a venue for any action or dispute against the County other than a court of proper jurisdiction in the County or that requires interpretation or governance under the laws of a state other than Ohio;
- 4) A provision that requires the County to agree to limit the liability for any direct loss to the county for bodily injury, death, or damage to property of the county caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of a person or a person's employees or agents, or a provision that otherwise imposes an indemnification obligation on the County;
- 5) A provision that requires the County to be bound by a term or condition that is unknown to the county at the time of signing a contract, that is not specifically negotiated with the county, that may be unilaterally changed by the other party, or that is electronically accepted by a County employee;
- 6) A provision that provides for a person other than the prosecuting attorney, or an attorney employed pursuant to R.C. 305.14 or 309.09, to serve as legal counsel for the County;
- 7) A provision that is inconsistent with the County's obligations under R.C. 149.43;
- 8) A provision that limits the County's ability to recover the cost for a replacement contractor; or
- 9) A provision that subjects the County to the possibility of unknown future financial burdens. This includes attorney's fees, collection costs, liquidated damages, interest rates on delinquencies, or any other open-ended financial obligation term included in the agreement.

Considering Ohio law, the Company acknowledges the foregoing and hereby agrees to strike or remove any term that is prohibited under R.C. 307.901 and 5705.41(D)(1). The Company further agrees that if an offending term is not removed from the contract that the offending term is hereby unenforceable by operation of law.



Company Representative Signature and Title

Angela Sausser, Public Children Services Association of Ohio (PCSAO)

Company Representative Name and Company

August 21, 2025

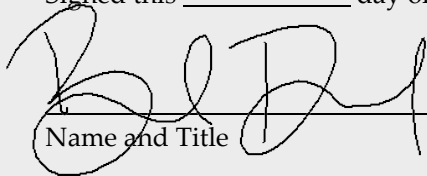
Date

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$77,250.00
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ Sole Source (attach documentation as to why contract is sole source)
 7. ☐ Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☒ Agreement not subject to Sections A-F (explain): Williams Pipeline RUMA
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. ☐ Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
 4. ☐ Purchase Order is included with Agreement
 5. ☐ Executed Ohio Law Acknowledgment Form (ORC 307.901)

Signed this 3rd day of October, 2025.



Brandi Downhour, Budget Manager

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***

Prosecutor's Approval Page

Resolution No.

A Resolution of an Agreement between the Public Children Services Association of Ohio and Fairfield County Job & Family Services, Fairfield County Protective Services Division

(Fairfield County Job and Family Services)

Approved as to form on 10/1/2025 2:10:30 PM by Amy Brown-Thompson,



Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

Signature Page

Resolution No. 2025-10.07.z

A Resolution of an Agreement between the Public Children Services Association of Ohio and Fairfield County Job & Family Services, Fairfield County Protective Services Division

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution to Approve the Fairfield County Juvenile Court's Lease with Connexion West

WHEREAS, the Fairfield County Juvenile Court, on behalf of the Fairfield County Board of Commissioners, wish to contract with Connexion West;

WHEREAS, Connexion West has provided a lease agreement for 6,421 total rentable square feet, being Room 201, Room 202, Room 203, Room 204, Room 205, Room 206, Room 207, and Room 1 in Suite A. located at 625 Garfield Avenue in Lancaster Ohio; and

WHEREAS, this lease shall be for a period of 4 years commencing on the 1st day of January 2026 in the amount of \$41,000.04 annually payable in equal monthly installments of \$3,416.67 per month; and

WHEREAS, this lease shall be to facilitate the co-location of Diversion and Resource Center staff and programming; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Board of County Commissioners resolve to approve the attached lease agreement between Fairfield County Juvenile Court and Connexion West.

Prepared by: Alisha Hoffman
cc: Juvenile Court

OHIO LAW NOTICE FOR FAIRFIELD COUNTY CONTRACTS

In entering into a contract with Fairfield County (hereinafter “County”), a political subdivision of the State of Ohio, _____ (hereinafter “Company”) acknowledges that certain provisions, should and where they exist in the underlying contract, must be removed from the contract in order to comply with Ohio law. Pursuant to R.C. 307.901 and R.C. 5705.41(D)(1) (*see, e.g.*, 2005 Ohio Atty.Gen. Ops. No. 2005-007), the County is prohibited by law from entering contracts that contain **any** of the following terms:

- 1) A provision that requires the County to indemnify or hold harmless another person;
- 2) A provision by which the County agrees to binding arbitration or any other binding extra-judicial dispute resolution process;
- 3) A provision that names a venue for any action or dispute against the County other than a court of proper jurisdiction in the County or that requires interpretation or governance under the laws of a state other than Ohio;
- 4) A provision that requires the County to agree to limit the liability for any direct loss to the county for bodily injury, death, or damage to property of the county caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of a person or a person's employees or agents, or a provision that otherwise imposes an indemnification obligation on the County;
- 5) A provision that requires the County to be bound by a term or condition that is unknown to the county at the time of signing a contract, that is not specifically negotiated with the county, that may be unilaterally changed by the other party, or that is electronically accepted by a County employee;
- 6) A provision that provides for a person other than the prosecuting attorney, or an attorney employed pursuant to R.C. 305.14 or 309.09, to serve as legal counsel for the County;
- 7) A provision that is inconsistent with the County's obligations under R.C. 149.43;
- 8) A provision that limits the County's ability to recover the cost for a replacement contractor; or
- 9) A provision that subjects the County to the possibility of unknown future financial burdens. This includes attorney's fees, collection costs, liquidated damages, interest rates on delinquencies, or any other open-ended financial obligation term included in the agreement.

The Company acknowledges Notice of the foregoing terms by signing below and hereby agrees to strike or remove any term that is prohibited under R.C. 307.901 and 5705.41(D)(1). If an offending term is not removed from the contract, that term is hereby unenforceable by operation of law. If Company refuses to sign this Notice, that does not waive the application of Ohio law as described above.

Company Representative Signature and Title

Company Representative Name and Company

Date

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE AGREEMENT BELOW

Agency
Clark Insurance
414 E. Main St.
PO Box 608
Lancaster, OH, 43130

June 4, 2025

COVERED MEMBER
Fairfield County Board of Commissioners
210 E. Main St., 3rd Floor
Attn: HR
Lancaster, OH 43130

COVERAGE TO MEMBER PROVIDED BY AGREEMENT WITH:

COUNTY RISK SHARING AUTHORITY
209 EAST STATE STREET
COLUMBUS OHIO 43215

JOINT SELF INSURANCE POOL FORMED UNDER OHIO REVISED CODE
CHAPTER # 2744

COVERAGES:
THIS IS TO CERTIFY THAT THE AGREEMENT WHICH PUT COVERAGE IN EFFECT AS LISTED BELOW HAS BEEN ISSUED TO THE POOL MEMBER NAMED ABOVE FOR THE TIME PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE PROTECTION AFFORDED BY THE COVERAGE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

TYPE OF COVERAGE	MEMBER NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMIT
GENERAL LIABILITY INCLUDING ERRORS AND OMISSIONS LIABILITY	0320	5/1/2025	5/1/2026	\$1,000,000 occurrence
AUTO LIABILITY INCLUDING OWNED, NON-OWNED, HIRED AUTOMOBILES	0320	5/1/2025	5/1/2026	\$1,000,000
PROPERTY INCLUDING ALL REAL AND PERSONAL PROPERTY, AUTOMOBILES, AND EQUIPMENT	0320	5/1/2025	5/1/2026	Per Schedules on File Deductible \$5,000
OTHER				
EXCESS LIABILITY	0320	5/1/2025	5/1/2026	\$4,000,000
EXCESS LIABILITY II	0320	5/1/2025	5/1/2026	\$6,000,000
CRIME: EMPLOYEE DISHONESTY/FAITHFUL PERFORMANCE	0320	5/1/2025	5/1/2026	\$1,000,000

DESCRIPTION OF OPERATIONS\LOCATIONS\VEHICLES\SPECIAL ITEMS

Proof of Coverage for the leased building at 625 Garfield Avenue, Lancaster, OH 43130.

CERTIFICATE HOLDER

Connexion West
c/o Victory Hill Church
625 Garfield Avenue
Lancaster, Ohio 43130

CANCELLATION:

SHOULD THE ABOVE DESCRIBED COVERAGE AGREEMENT BE
CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING
POOL WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE
CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL
SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY
KIND UPON THE ISSUING POOL, OR ITS REPRESENTATIVES.

Chris Clark
AUTHORIZED REPRESENTATIVE

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$77,250.00
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ Sole Source (attach documentation as to why contract is sole source)
 7. ☐ Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☒ Agreement not subject to Sections A-F (explain): Williams Pipeline RUMA
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. ☐ Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
 4. ☐ Purchase Order is included with Agreement
 5. ☐ Executed Ohio Law Acknowledgment Form (ORC 307.901)

Signed this 3rd day of October, 2025.

Alisha Hoffman, Budget & Grant Specialist
Name and Title

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease" or "Agreement") is made and entered into on this 1st day of January 2026 by and between Connexion West ("lessor") and the Board of County Commissioners for Fairfield County, OH ("Lessee"), pursuant to the terms and conditions set forth below. Victory Hill Church, hereinafter the "Owner", and Connexion West, hereinafter the "Lessor", and collectively the "Parties". This Agreement is in reference to a Commercial Lease Agreement signed between the Owner and Lessor on December 1st, 2021, hereinafter known as the "Master Lease", for the property located at 625 Garfield Ave, City of Lancaster, State of Ohio, hereinafter the "Premises".

ARTICLE I

1.01 Description

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, certain real property ("Leased Premises") situated in the city of Lancaster, County of Fairfield, State of Ohio, and being more particularly described as follows: 6,421 total rentable square feet, being Room 201, Room 202, Room 203, Room 204, Room 205, Room 206, Room 207, and Room 1 in Suite A, all being a portion of that certain building located at 625 Garfield Avenue.

The parties agree and acknowledge that the square footage figure stipulated herein is a general figure which shall serve as the square footage of the leased premises for the purpose of calculating base rent under this Lease, regardless of any actual measurements of the interior space of the leased premises, and regardless of any permitted alterations which the Lessee may make to the interior of the leased premises.

1.02 Lease Term

The term of this Lease shall be for a period of 4 years (4) commencing on the 1st day of January 2026 (the "Lease Term") unless otherwise extended, modified, or terminated, in writing, upon terms mutually agreed upon by the parties. Lessee shall be given access to the Leased Premises before the commencement of the Lease Term to make renovations and modifications to the leased premises before occupancy.

Notwithstanding the foregoing, this Lease is subject to termination or cancellation, without penalty to the Lessee, either in whole or in part, for failure of Lessee to appropriate the required funds during any calendar year of the lease term pursuant to Ohio Revised Code 5705.41(D)(1).

ARTICLE II

2.01 Rent

Lessee shall pay Lessor as rent for the Lease Premises the sum of forty one thousand dollars and four cents (\$41,000.04) payable in equal monthly installments three thousand four hundred sixteen dollars and sixty seven cents (\$3,416.67) All rent payments shall be due on or before the 5th day of every month and made payable to Connexion West at the following address (unless otherwise designed by the Lessor in writing):

Connexion West
625 Garfield Avenue
Lancaster, Ohio 43130

Lessee shall deliver to Lessor the first monthly rent payment on or before the 1st of January 2026.

2.02 Condition of Leased Premises

Upon taking possession of the leased premises on the Occupancy Date, Lessee shall inspect the same and shall advise Lessor within fifteen (15) days of any material defects affecting Lessee's use and enjoyment of the premises, which might reasonably be discovered upon an inspection. If Lessor does not promptly repair or correct these defects, then Lessee may terminate this Lease without liability and receive a refund of any unearned rent and of its security deposit per the terms Article II, Section 2.01 above.

If Lessee does not give Lessor notice of any such defects within said fifteen (15) day period, Lessee shall be deemed to acknowledge receipt of the leased premises in good condition and repair and in all respects satisfactory and acceptable to Lessee.

Further, at all times during the term of this tenancy, Lessee shall immediately notify Lessor of any subsequent damages, defects or conditions occurring upon the leased premises which may, if continued, further damage the leased premises (such as water leaks, plumbing or electrical problems, heating failures, and the like).

ARTICLE III

3.01 Use of Premises

The Lease Premises shall be used by Fairfield County Juvenile Courts for the exclusive purpose of providing office space for staff and youth programming during the Lease Term. Lessee shall not use the Leased Premises for any other purpose without the prior written consent, in writing, of Lessor.

3.02 Use of Common Areas

Lessee shall enjoy use of common areas of Connexion West to include the conference room, café area facilities. Lessee shall reserve the common areas in advance. Abuse of or damage caused to the common will terminate use of the common areas for the duration of the Lease.

ARTICLE IV

4.01 Taxes and Assessments

Lessor shall pay and discharge any and all real estate taxes and assessments that are incurred or otherwise become due and payable during the Lease Term.

ARTICLE V

5.01 Lessor's Insurance Obligations

Lessor shall maintain insurance coverage during the period of the Lease Term as follows:

1. Fire and extended coverage insurance on the Leased Premises in an amount not less than one hundred percent (100%) of the value of the Leased Premises and other improvements to the Leased Premises existing as of the date of this Lease is executed. This coverage will include any improvements made by the Lessee to the Leased Premises and agreed to by the Lessor during the term of this Lease.
2. Public liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the aggregate.

5.02 Lessee's Insurance Obligation

Lessee shall, within thirty (30) days from the execution of this Lease, provide Lessor with evidence in the form of a Certificate of Insurance, and maintain during the entire Lease Term, insurance coverage as follows:

1. Public liability insurance in the amount not less than one million dollars (\$1,000,000.00) for injury or death of any one person and not less than two million dollars (\$2,000,000.00) for injury to or the death of more than one person arising out of any one occurrence.
2. Personal property and/or renter's insurance for the value of the Lessee's personal property stored on the Leased Premises is at the discretion of the Lessee.

5.03 Subrogation Waiver

Lessor and Lessee agree that, in the event of loss due to any of the perils for which they have agreed to provide insurance, each party shall look solely to its own insurance for recovery. Lessor and Lessee grant to each other, on behalf of an insurer or self-insurance providing insurance to either of them with respect to the Leased Premises, a waiver of any right of subrogation that any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance.

5.04 Proof of Coverage

The original copies of any insurance policy required under this Lease may be retained by the insured, but the other party shall have the right to inspect any and all such policies, and be insured, on demand, agrees to furnish the other party proof of payment of the premium or premiums on any such policies not later than January 31st of each calendar year.

5.05 Failure to Secure

If either party at any time during the Lease Term fails to secure or maintain the foregoing insurance, the other party shall be permitted to obtain such insurances in the defaulting party's name or as the agent of the defaulting party shall be compensated by the defaulting party for the cost of the insurance premiums.

5.06 Fire and Casualty Damage

If the building or other improvements on the Leased Premises should be destroyed by fire or other casualty, Lessee shall give notice thereof to Lessor as soon as practicable. If the Leased Premises should be damaged by fire or other casualty that renders the Leased Premises uninhabitable, this Lease shall terminate immediately and rent shall be abated for the unexpired portion of the Lease Term, effective as of the date the said occurrence of the damage. Lessor has the sole discretion in choosing whether or not to rebuild, repair or restore the Leased Premises, and upon what terms, in the event of property damage by fire or other casualty.

ARTICLE VI

6.01 Waste and Nuisance

Lessee shall not commit, or suffer to be committed, any waste upon the Leased Premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the Leased Premises or use the Leased Premises for any unlawful purpose.

ARTICLE VII

7.01 Lessor's Duties

Lessor agrees to perform as follows during the Lease Term:

1. Lessor agrees to keep the Leased Premises in good order and repair, reasonable wear and tear excepted, and further agrees to keep the Leased Premises clean and free from nuisance and waste.
2. Lessor shall provide Lessee with reasonable access to the Leased Premises.
3. Lessor shall provide water, sewer, storm water, gas, and electric utilities to the Leased Premises.
4. Lessor shall maintain insurance with respect to the Leased Premises as set forth in Section 5.01 above and any cost associated with such services.
5. Lessor shall provide general facility maintenance for the Leased Premises, including but not limited to replacement of ceiling lights as needed.
6. Lessor shall provide snow plowing services for the parking lot of the Leased Premises and snow removal on front sidewalk of building and entrance as needed.
7. Lessor shall provide salting and/or ice treatment for the front sidewalk leading up to the public access doorway to the Leased Premises as needed (but NOT treatment of the parking lot and/or adjoining rear entry to the Leased Premises)

7.02. Lessee's Duties

Lessee agrees to perform as follows during the Lease Term:

1. Lessee agrees to keep the Leased Premises in good order and repair, reasonable wear and tear expected, and further agrees to keep the Leased Premises clean and free from nuisance and waste.
2. Lessee shall be responsible for providing their own IT/telephone/communication services (e.g., internet, telephone, copier, and fax) to the Leased Premises and shall bear the costs associated with such services.
3. Lessee shall provide for the removal of trash and other waste from the Leased Premises and other janitorial duties within their Leased Premises.

ARTICLE VIII

8.01 Alterations, Improvements and Fixtures

Lessee shall be permitted to alter or improve the Leased Premises with the prior approval of Lessor as set forth in Section 18.10 below. Lessor shall provide Lessee with access to the Leased Premises upon execution of this Lease to facilitate Lessee's alterations and improvements prior to commencement of the Lease Term.

ARTICLE IX

9.01 Quiet Possession

Lessee shall have the right to peaceful and quiet enjoyment of the Leased Premises for the Lease Term, provided that Lessee pays rent and otherwise performs as required under this Lease.

ARTICLE X

10.01 Delivery of Possession

If Lessor is unable, for any reason whatsoever, to deliver possession of the Leased Premises on the commencement date of this Lease as set forth in Section 1.02 above, this Lease shall become null and void and of no effect. Lessor

shall forthwith return to Lessee any payments or other consideration, if any, delivered by Lessee to Lessor and the parties hereto shall be under no further obligation or liability to each other arising from this Lease.

ARTICLE XI

11.01 Holdover

In the event Lessee holds over beyond the expiration of the stated Lease Term, such hold-over shall be deemed a month-to-month tenancy, and the amount of monthly rent due and payable to Lessor shall increase to six thousand dollars (\$6,000.00) and continue at that monthly rate until the tenancy is terminated as provided in this Lease or as set forth under Ohio law.

ARTICLE XII

12.01 Condemnation

If, during the Lease Term or any extension or renewal thereof, the Leased Premises should be taken for any public or quasi-public use under any law, ordinance, or regulation, or by right of eminent domain, or should the Leased Premises be sold to the condemning authority under the threat of condemnation, this Lease shall terminate and the rent shall be abated for the unexpired portion of this Lease, effective as of the date of the taking of the Leased Premises by the condemning authority. Lessor and Lessee shall each be entitled to receive and retain such portions of the lump sum awards as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE XIII

13.01 Default by Lessee

In the event Lessee is in arrears more than thirty (30) days, is otherwise in default for a period of more than thirty (30) days, or should any other person other than Lessee secure possession of the Leased Premises or any part thereof by reason of any receivership, bankruptcy proceedings, or other operations of law, in any manner whatsoever, Lessor shall deliver upon Lessee Notice of Default as prescribed in Section 18.13 below. Lessee shall have ten (10) business days to correct said default following the delivery of written notice by Lessor. If Lessee fails to cure the Default, Lessor may at its option, without notice to Lessee, terminate this Lease.

All rights and remedies of Lessor under this Lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion thereof arises.

ARTICLE XIV

14.01 Inspection by Lessor

Lessee shall permit Lessor or his agents, after having been provided with reasonable notice, to enter into and upon the Leased Premises for the purposes of inspecting the Leased Premises, for maintaining any City utility, easement, traffic control device, or IT/telephone/communication network, or for making needed repairs or otherwise performing as required under this Lease.

ARTICLE XV

15.01 Assignment by Lessee

Lessee shall not assign or transfer any right under this Lease without the prior written consent of Lessor, nor shall Lessee sublet the Leased Premises or any part or parts thereof or allow anyone to come in, through, or under it without the prior written consent of Lessor. Should Lessor agree to any assignment under this Lease, or to any sublet of the Leased Premises or part of thereof, such act shall not operate to eliminate, sever, or exhaust any of Lessor's rights under this Lease.

15.02 Assignment by Lessor

Lessor shall have the right to assign any or all of its interest(s) or right(s) as set forth in this Lease, with prior written approval of Lessee. Should Lessee refuse to approve Lessor's assignment, then this Lease shall terminate effective SIXTY (60) days after said refusal and occupancy shall thereafter be on a month-to-month basis until Lessee vacates the Leased Premises.

ARTICLE XVI

16.01 Subordination

Lessee agrees that, at Lessor's option, this Lease may be subordinated to any mortgages or trust deeds that are now or may hereafter be placed upon the Leased Premises and to any and all advances to be made hereunder, and to the interest thereon, and all renewals, replacements and extensions necessary or appropriate to affect such subordination.

ARTICLE XVII

17.01 Lessee's Estoppel

Lessee shall, from time to time, upon not less than five (5) days prior to written notice from Lessor, execute, acknowledge and deliver to Lessor a written statement certifying that the Lease is unmodified and in full force and effect, or that the Lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rent and other charges have been paid; and, whether or not to the best of Lessee's knowledge Lessor is in default hereunder and, if so, specifying the nature of the default. It is intended that any such statement delivered pursuant to this provision may be relied upon by a prospective purchaser of Lessor's interest or mortgagee of Lessor's interest or assignee of any mortgage upon Lessor's interest in the Leased Premises.

ARTICLE XVIII

18.01 Smoking Policy

Connexion West is committed to providing a safe and healthy workplace and to promoting the health and wellbeing of its employees, volunteers, Lessees, and visitors. Motivated by our desire to provide a healthy work environment for our employees, the following smoking policy has been adopted and shall apply to all employees, volunteers, Lessees, and visitors of Connexion West.

It is the policy of Connexion West to prohibit smoking by all company employees, volunteers, Lessees, and visitors. The law defines smoking as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind."

The Smoke-Free Property policy applies to:

1. All areas of buildings, parking lots, playgrounds and property located at 625 Garfield Avenue.
2. All vehicles owned or leased by the company.

3. All visitors (customers and vendors) to company premises.
4. All contractors and consultants and/or their employees working on company premises.
5. All temporary employees.
6. All students enrolled in programs operated by Lessees of company.
7. All visitors to company.

18.02 Neighborhood

Students and/or visitors of Lessee shall respect the neighbors and neighborhood surrounding Connexion West. Littering, throwing rocks, bottles or any other objects is strictly prohibited and shall be considered a violation of this Lease Agreement.

18.03 Weapons and Controlled Substances

Students and/or visitors of Lessee shall not bring any tobacco, alcohol, controlled substances, weapons or criminal tools onto any area of the property.

18.04 Emergencies

Lessee shall notify Lessor immediately of any emergency that takes place on Leased Premises or of any occasion in which the police, fire department, EMT and/or other public service agency was called. Lessee shall give the date, time, details of the incident, name(s) of party(ies) involved, and action taken.

ARTICLE XIX

19.01 Parties Bound

This Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, executors' administrators, legal representatives, successors and assigns when permitted by this Lease.

19.02 Governing Law

This Lease shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Fairfield County, Ohio.

19.03 Legal Construction

In case any one or more of the provisions contained in this Lease shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and the remainder of this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

19.04 Sole Agreement of the Parties

This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or agreements, written or oral, with respect to the subject matter addressed herein.

19.05 Amendment

No amendment, modification, or alteration of the terms of this Lease shall be binding unless in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

19.06 Rights and Remedies Cumulative

The rights and remedies as provided in this Lease are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

19.07 Waiver of Default

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease shall be deemed to be a waiver of any breach of the same or any other term, condition or covenant contained herein.

19.08 Excuse

Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by acts of God, strikes, lockout, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee, and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

19.09 Time of Essence

Time is of the essence with regard to all aspects of this Lease.

19.10 Signs and Alterations

Lessee shall not erect or install any exterior or interior window or door sign, any advertising media or window or door lettering, or any placards without the prior consent of Lessor. Lessee agrees not to use any advertising media that shall be deemed objectionable to the Lessor, such as loudspeakers, phonograph, or radio broadcasts in a manner to be heard outside the Leased Premises.

Lessee shall not install any exterior lighting or plumbing fixtures, shades or awnings, or any exterior decorations or paintings, or build any fences, without the prior consent of Lessor.

Lessee shall make no alterations, additions, or improvements to the Leased Premises without the prior consent of Lessor. Lessor rents the Leased Premises "as is" and any alterations or additions by Lessee are at the sole cost of expense of Lessee. All alterations, additions, improvements, and fixtures, other than trade fixtures, which are present, or which may be installed in the future, by either party, upon the Leased Premises and which are attached to the floors, walls, or ceilings, shall be the property of Lessor and at the termination of this Lease shall remain upon and be surrounded with the Leased Premises as part thereof, without disturbance, molestation, or injury.

19.11 Parking

Lessee acknowledges that the parking lot in front and rear of the building is for the joint use by all of the Lessees in the building and their guests and invitees and that there are no designated or reserved parking spaces. Parking spaces may not be used for storage of any kind including non-operating vehicles without the expressed written consent of the Lessor. Lessee acknowledges that snow removal activities during the winter may cause an accumulation of plowed snow in one or more areas of the parking lot (including the Loading Zone) which may reduce the amount of parking available to the building's Lessees and their guests and invitees and or which may impact the available space of the Loading Zone, on this seasonal basis.

19.12 Compliance with Public Authorities

Lessee agrees, at Lessee's cost, to comply with all applicable municipal, County, State, and Federal laws, and regulations now in force or which may hereafter be enforced concerning Lessee's particular use of the Leased Premises. It is understood, however, that the Lessor is responsible for building modifications required by government agencies to ensure that the Leased Premises are in compliance with the ADA and its regulations as of the Lease Commencement Date. If any alteration to the Leased Premises desired by Lessee would trigger any obligation on the

part of the Lessor to make other changes to the building to comply with any law or regulation from which the building is otherwise exempted or grandfathered, then the Lessor shall have the discretion to refuse Lessee's desired alteration.

19.13 Rules and Regulations

Lessor may, from time to time, adopt and impose rules and regulations respecting use and occupancy of any common areas of the Leased Premises, or any real estate of which the Leased Premises constitutes a part. Upon adoption by Lessor, said rules and regulations shall be deemed a part of this Lease and incorporated as if rewritten herein, and shall be binding upon Lessee and Lessee's agents, servants, and employees, and all persons visiting the Leased Premises or claiming under Lessee.

Lessor may alter, rescind, or modify such rules and regulations, which shall take effect immediately after notice thereof in writing is served upon Lessee. Failure by Lessee to comply with any such rules and regulations shall be deemed a breach and default of this Lease.

19.14 Notices

Any notices required or permitted to be given under this Lease shall be made in writing and shall be delivered by hand, telecopy or by certified U.S. Mail, return receipt requested, as follows:

TO LESSOR:
Connexion West
625 Garfield Avenue
Lancaster, Ohio 43130

TO LESSEE:
Fairfield County Juvenile Court
Judge Terre Vandervoort
224 E. Main Street
Lancaster, Ohio 43130

AND

Fairfield County Commissioners
210 E. Main Street
Lancaster, OH 43130

19.15 Captions and Paragraph Headings

The captions of the several paragraphs of this Lease are not part of the context hereof, but are only guides or labels to assist in locating and reading the several provisions hereof.

19.16 Binding Effect

This Lease shall bind the parties hereto, their respective assigns, successors, receivers, and legal representatives, of any type whatsoever, and may not be modified unless done so in writing and signed by the parties hereto.

19.17 Other Agreements

This Lease shall not alter or affect any other existing lease agreements of Lessor with regard to the subject property. With grant funding, the Lessee will fund carpet installation, paint, and curtains for Rooms 205, 206, and 207. The Lessee will also provide the relocation of the blue door barrier on the second floor so that Rooms 205, 206, and 207 are accessible to Rooms 201, 202, 203, and 204.

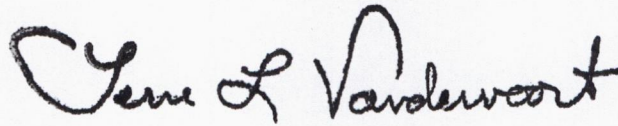
IN WITNESS THEREOF, the undersigned Lessor and Lessee have executed this Lease Agreement as of the day and year first above written.

FOR LESSOR:

FOR LESSEE:

Burbridge Cook
Executive Director
Connexion West

Fairfield County Commissioners

A handwritten signature in black ink, reading "Terre L Vandervoort". The signature is written in a cursive style with a large, stylized "T" and "V".

Josh Spengler
Finance Director
Connexion West

Judge Terre Vandervoort
Fairfield County Juvenile Court

Prosecutor's Approval Page

Resolution No.

A Resolution to Approve the Fairfield County Juvenile Court's Lease with Connexion West

(Fairfield County Juvenile/Probate Court)

Approved as to form on 10/3/2025 2:49:10 PM by Amy Brown-Thompson,



Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

Signature Page

Resolution No. 2025-10.07.aa

A Resolution to Approve the Fairfield County Juvenile Court's Lease with Connexion West

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to appropriate from unappropriated funds in a major expenditure object categories for Meals on Wheels-OAAFC, Inc. Fund# 2617

WHEREAS, unappropriated money exists within fund #2617-Meals on Wheels Older Adult Alternatives of Fairfield County, Inc. and

WHEREAS, an appropriation of unappropriated funds is needed to cover the expenditure of contractual services for in home services and transportation

WHEREAS, to appropriate from unappropriated will allow proper accounting in the major expenditure object category.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. The Fairfield County Board of Commissioners appropriate from unappropriated into the following category of contractual services:

\$80,000.00 12261700 contractual services

**A resolution to appropriate from unappropriated funds in a major expenditure object categories for Meals on Wheels-OAAFC, Inc.
Fund# 2617**

For Auditor's Office Use Only:

\$80,000.00 12261700 550300-Operational Reimbursement

Signature Page

Resolution No. 2025-10.07.bb

A resolution to appropriate from unappropriated funds in a major expenditure object categories for Meals on Wheels-OAAFC, Inc. Fund# 2617

(Fairfield County Meals on Wheels/Older Adult Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

Resolution authorizing the renewal of the 5 A year Land Records LifeCycle Extension with Fidlar Technologies

WHEREAS, Resolution 2020-07.28.w Authorized the approval of a computer system and software license sale agreement with Fidlar Technologies and the Fairfield County Recorder; and

WHEREAS, the original agreement will expire November 14, 2025, and the Fairfield County Recorder wished to continue an agreement with Fidlar Technologies for a 5 year Land Records LifeCycle Extension at the cost of \$6,800 per month; and

WHEREAS, the Fairfield County Prosecutor's office has reviewed the attached agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Board of Commissioners herby approve the attached renewal agreement

Prepared by: Lisa McKenzie, Recorder



Fairfield County, Ohio Recorder 5 Year Land Records LifeCycle Extension

This document extends for five years the Land Records Software License Agreement Extension between the Fairfield County, Ohio Recorder's Office and Fidar Technologies which was signed on 7-28-2020. The terms and conditions of that Agreement, as well as the addendums signed into effect since, are incorporated herein and made a part hereof. They shall continue in full force and effect during this term, except as amended by this Extension. This extension begins Nov. 15, 2025.

Product & Service Description	Pricing
LifeCycle Land Records Software Suite	\$6,800.00 Per Month
Recording	Included
Receipting (cashiering)	Included
Indexing	Included
Assisted Indexing (iNspect) & SSN Redaction	Included
eRecording Catcher	Included
Remote Access Suite of Products	Included
Property Fraud Alert	Included
Swift	Included
Honor Rewards	Included
Bastion (Fidar Hosting)	Included - Refer to Schedule F Addendum
Monarch (Bulk Images to Subscribers)	Included
Hands Free Microfilm Creation	.078 per page
Professional Services	Included
Project Management	Included
Workflow Analysis	Included
Installation/Configuration	Included
Data Conversion	Included
Batch Processing of Image DB for SSN's	Included
Comprehensive Training	Included
Workstations and Peripherals	Included - Refer to Schedule C Addendum
Software Maintenance	Included
1-800 Support	Included
System Upgrades \ Fixes \ Enhancements	Included
Training on New features & Functionality	Included
State Mandated or Regulatory Updates	Included

PAYMENT MILESTONES AND DATES:

- ◆ \$6,800.00 Per Month for 60 months. (Please see Bastion Addendum for additional notes)
- ◆ Hand Free Microfilm will be invoiced as rolls are created and shipped to County.

Per page microfilm creation charge may change on occasion. We will provide 60 days of notice prior to any change. Shipping of microfilm is invoiced separately.



FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE INCLUDES:

- ◆ The use of the Fidar Land Records Suite of software.
- ◆ The use of any future software product Fidar may develop to replace AVID for the purpose of recording land records documents.
- ◆ Project management, installation, conversion (excluding any needed or requested data clean-up), and training needed for the initial installation of any future Fidar Technologies product developed to replace AVID for the purpose of recording land records documents.
- ◆ The use of new add-on modules Fidar may develop and offer to the market for the purpose of recording land records documents.
- ◆ Software maintenance

FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE DOES NOT INCLUDE:

- ◆ The 3rd party software and hardware to operate AVID, any related modules, or any future Fidar developed product for the purpose of recording land records documents.
- ◆ The installation, maintenance, or support of 3rd party software and hardware now or in the future.
- ◆ Any current or future Fidar developed software product or service not designed or offered to the market for the purpose of recording land records documents.
- ◆ Any form of ownership or perpetual license to Fidar developed software products.
- ◆ Any custom development for special requests from client
- ◆ Any needed or requested training except as stated in the above section.
- ◆ Use of Fidar developed remote access products except as outlined in previously signed Schedule D Addendums.
- ◆ Explicit omission of any add-on modules not included in this contract.

BUYER REPRESENTS THAT THIS LIFECYCLE EXTENSION AND ATTACHED ADDENDUMS HAVE BEEN ACCEPTED:

FAIRFIELD COUNTY, OH RECORDER

FIDLAR TECHNOLOGIES

Dated: 9/23/2025

Dated: 9/23/2025

By: Lisa McKenzie

By: Alex Riggen

Name: LISA MCKENZIE

Name: Alex Riggen

Title: Fairfield County Recorder

Title: President

FAIRFIELD COUNTY, OHIO RECORDER

2



FAIRFIELD COUNTY OHIO COMMISSIONERS:

County Commissioner
Dated:

County Commissioner
Dated:

County Commissioner
Dated:

.....



SCHEDULE C - ADDENDUM

Hardware Maintenance Services Provided by Fidar Technologies

THESE NEW ITEMS ARE INCLUDED IN THIS AGREEMENT. PLEASE REFER TO NOTES BELOW.

Item	Price	Qty	Extended Price
Workstations			
HP Z2 Small Form Factor G9	\$1,225.00	8	\$9,800.00
Monitors			
ViewSonic 27" Full HD Monitor (Not Touchscrn)	\$260.00	8	\$2,080.00
PRINTERS			
Dymo LabelWriter 550	\$145.00	4	\$580.00
Epson Omnilink TM-H6000V - Power Cord is Included	\$1,070.00	4	\$4,280.00
HP Laserjet M607N	\$1,210.00	1	\$1,210.00
Biometric Devices			
Digital Persona U.are.U 4500 Fingerprint Reader	\$170.00	2	\$340.00
Document Scanners			
Fujitsu FI-8170 Duplex Sheetfed Scanner	\$1,220.00	4	\$4,880.00
Uninterruptible Power Supplies			
APC Backup 425	\$83.00	8	\$664.00
		SubTotal	\$23,834.00
		LCP Credit	-\$23,834.00
		Total Due	\$0.00

Notes:

- 1) The networking equipment, hub, etc. must be supplied by Fairfield County IT.
- 2) County Employee software such as MS Word, excel, email and virus protection must be provided-by and supported-by Fairfield County IT.
- 3) All hardware from previous agreement becomes the property of Fairfield County, and can continue to be utilized, however only items above will be covered under Fidar Hardware Maintenance coverage.



SCHEDULE F - BASTION HOSTING ADDENDUM

(Ver. 1.9)

The effective \ live date of this service will begin on or around December 15, 2025, by and between: Fidlar Technologies, with its principal place of business at 350 Research Parkway, Davenport, Iowa 52806 (herein "Fidlar"), and the Fairfield County, OH Recorder, with its principal place of business at 210 E. Main Street, Lancaster, OH 43130 (herein "County").

1. DEFINITIONS

(a) Software - the computer program, procedures, rules and associated documentation concerned with the operation of a data processing computer system, in computer readable form, furnished by Fidlar to County, including related supporting materials such as instruction manuals, which provides for the electronic replication of each document recorded in County's real estate records using another Fidlar software program, and the electronic delivery of such electronic copy to a location separate from County's offices.

(b) Acceptance -- The Software shall be deemed accepted by County at the conclusion of installation and testing of the Software and completion of the training period, provided the Software performs in accordance with its written documentation, unless County notifies Fidlar of a material problem with the Software within 30 days of completion of installation, testing, and training. FIDLAR will use its best efforts to correct such problems; otherwise, County will be conclusively presumed to have accepted the hardware and software upon completion of installation and testing.

2. GRANT OF LICENSE

Subject to the payment of the license fees to Fidlar as provided herein, Fidlar hereby grants to County, and County hereby accepts a personal, non-exclusive, non-transferable license to use, copy and install the Software during the term of this Agreement, subject to the limitations, terms and conditions of this Agreement and to use the documentation therefore during the term hereof in support of the use of the Software.

This License and the applicable Software may not be assigned, sub-licensed, or otherwise transferred without prior written consent from Fidlar, provided, however, that County may assign this License to a successor to its governmental operations. Any attempted assignment, sublicense, or transfer of this License by County or its permitted assignee to other than a successor to its governmental operations shall be void and shall immediately terminate this License.

3. DELIVERY, INSTALLATION AND USE

County shall use the Software in connection with its governmental operations. Fidlar will deliver the Software to County and install the Software at County's location listed above, hereto. County and its permitted assignees may install and use the Software in any new location if it moves to a different location. Fidlar will use its best efforts to correct any problems of which it is notified by County within 30 days of completion of installation, testing, and training. County is exclusively responsible for the supervision, management, and control of its use of the Software.



4. OWNERSHIP, REPRODUCTION AND DISCLOSURE

(a) The Software is licensed, not sold and remains the property of Fidar. County obtains no rights other than those granted under this Agreement. County shall not reverse engineer, disassemble or decompile the Software.

5. TERMINATION OF LICENSE

(a) The term of this license shall continue in perpetuity provided, that either party may terminate the license if the other party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from the non-breaching party. Nothing in this sub-section 6(a) is intended to preclude Fidar from seeking immediate appropriate injunctive relief in the event of any violation of Fidar's intellectual property rights.

(b) Upon termination of the license, County shall immediately cease use of the Software and shall, within ten (10) days following termination, return the original Software and all copies thereof, or with Fidar's written consent, destroy the original Software and associated documentation and certify in writing to Fidar that all copies of the Software and documentation have been destroyed.

6. WARRANTY, WARRANTY DISCLAIMER AND INFRINGEMENT

(a) Warranty. The following warranties are in lieu of all warranties, express, implied, or statutory, including but not limited to, any implied warranties of merchantability and fitness for a particular purpose and of any other warranty obligation on the part of Fidar. There are no warranties that extend beyond the description on the face hereof.

(i) Fidar warrants that the Software is properly licensed and that Fidar otherwise has the right to distribute the Software in accordance with this Agreement.

(ii) Fidar further warrants that the media in which the Software is delivered to County is undamaged and free from mechanical defects.

(b) No Other Warranties. Fidar makes no other warranties with respect to the Software, except as set forth above. FIDLAR DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND PROMISES, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER WARRANTY OBLIGATION ON THE PART OF FIDLAR WITH RESPECT TO THE SOFTWARE. FIDLAR DISCLAIMS ALL LIABILITIES OR OBLIGATIONS FOR DAMAGES INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, SUCH AS INTERRUPTION OF BUSINESS OR ANY LOSS OF BUSINESS OR PROFITS, LOSS DUE TO PERSONAL INJURY, OR HARM TO PROPERTY, OR ANY EXPENSE EXPERIENCED BY COUNTY ARISING OUT OF ANY DEFECTS IN OR FAILURE OR INADEQUACY OF PERFORMANCE OF THE SOFTWARE FURNISHED BY FIDLAR HEREUNDER.

7. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

(a) Limitation of Liability. Even if Fidar has been advised of the possibility of such claims, demands, or damages, in no event shall Fidar be liable to County for the following: any incidental, special, exemplary, or consequential damages; any loss of



profits or confidential or other information; business interruption, personal injury, any loss of privacy for failure to meet any duty including of good faith or of reasonable care, any negligence or negligent misrepresentation, and any other pecuniary or other loss whatsoever, even in the event of the fault of Fidar (or any supplier), of tort (including negligence), strict or product liability, breach of contract or breach of warranty.

(b) Exclusive Remedy. County's exclusive remedy against Fidar for any breach of warranty under this Agreement is limited to repair, replacement or refund with respect to the item in question, at Fidar's option and subject to applicable law. County will only be entitled to the direct damages that County actually incurs in reasonable reliance, up to the amount of a refund of the license fees (plus sales tax) that County paid for the Software. The limitations and exclusions regarding damages will apply even if any remedy fails.

(c) Costs. If suit is brought or an attorney retained by either party to enforce the terms hereof, collect any monies due under, or collect damages for breach of, this Agreement, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney fees, court costs and other related expenses incurred in connection therewith.

9. STORAGE FACILITY

The purpose of the Bastion Hosting Service is to store the official public record of the County's real estate records at a location physically separate from the County's location. The cost above covers the hardware costs, software costs (such as Operating System Licenses, Microsoft SQL Server Core Licenses, Backup Software Licenses, VM Ware Software Licenses, etc.), environmental maintenance, and digital backups of all critical components of the Fairfield County Recorder's Land Records System at the primary data center

This service also covers a replicated copy of your hosted production system. Hardware based mirroring of your Virtual Machine Operating Systems, SQL Databases, and digital scanned images will occur daily.

This Software License Agreement was executed to be effective as of the date set forth above. Each person signing below represents that he or she has read this Agreement in its entirety including any and all Attachments; understands its terms; is duly authorized to execute this Agreement on behalf of the party indicated below by his or her name; and agrees on behalf of such party that such party will be bound by the terms hereof.



BASTION (Hosting of Data) - SCHEDULE A

Software/ Services Pricing & Payment

BASTION Service Description

Bastion replaces the need for an on-site server infrastructure within your office, for Fidar's AVID Land Records software. The hosted infrastructure that Bastion provides alleviates the need and cost of an onsite application server, obligatory software licensing fees, and backup procedures traditionally required with a localized technical operation.

Security measures are heightened with a secondary, off-site repository that backs up the hosted servers, ensuring the safekeeping of county data in the event of a disaster. Internet speeds at the County office will need to be a minimum of 20Mbps download and upload in order for Bastion to function properly.

Bastion (One Time Implementation Cost): \$7,500.00

Storage Costs

With the implementation of various Projects and Software packages, storage costs can have a tendency to fluctuate from one price range to another. Projects such as Media Conversions and software such as iNSPECT or Shadow Tables can impact sizes. You will be invoiced on actual space consumption.

Documents Per Day	Documents Per Year
Between 50-100	Between 13,000 - 26,000
Size Range	Annual Price
201 - 250 Gb	\$12,200.00
251 - 300 Gb	\$14,000.00
301 - 350 Gb	**\$15,800.00
351 - 400 Gb	\$17,400.00
401 - 450 Gb	\$19,000.00

****The total size of your current repository is 313GB - \$15,800.00 per year.**
This amount is included in the monthly cost listed on Schedule A.

As the repository increases in size, the additional cost will be divided and added to the monthly charge. E.G. - When County reaches 351GB, the additional annual charge of \$1,600.00 will be divided by 12 (months) and \$135 (rounded) will be added to the monthly invoice.

PAYMENT MILESTONES - One-time for services will be due upon completion of integration.



R. KYLE WITT

FAIRFIELD COUNTY PROSECUTING ATTORNEY

July 11, 2025

Lisa McKenzie
Fairfield County Recorder
210 E. Main Street
Lancaster, Ohio 43130

Re: Necessity of Bidding Software Maintenance and Cloud Conversion

Dear Recorder McKenzie:

I have before me your question regarding the necessity of bidding an agreement for the maintenance of the existing Fidlar AVID/Laredo document management system used by your office and the transition of the existing database of document images to cloud storage. Because Fidlar Technologies is the only company that can maintain the existing software system and because Fidlar is the only company that can transition the existing image database to compatible cloud storage, this maintenance agreement does not need to be bid or otherwise competitively selected.

Ohio Revised Code Section 307.86(B)(2) provides a specific exemption to the general requirement for competitive bidding when "[t]he purchase consists of services related to information technology, such as programming services, that are proprietary or limited to a single source." In this particular case, the maintenance of existing software and the transition of an existing database of document images to cloud storage does relate to information technology. Further, in my opinion, the maintenance of the existing software and the transition of your existing database of document images to cloud storage compatible with the existing software are proprietary functions that can only be obtained from Fidlar Technologies. Therefore, your purchase of this service from Fidlar Technologies is exempt from bidding under Ohio law pursuant to this subsection.

Should you have any further questions in this regard, please do not hesitate to contact me.

Sincerely,

Austin R. Lines
Assistant Prosecuting Attorney

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$77,250.00
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ Sole Source (attach documentation as to why contract is sole source)
 7. ☐ Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☒ Agreement not subject to Sections A-F (explain): Williams Pipeline RUMA
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. ☐ Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
 4. ☐ Purchase Order is included with Agreement
 5. ☐ Executed Ohio Law Acknowledgment Form (ORC 307.901)

Signed this 3rd day of October, 2025.

Lisa McKenzie

Name and Title

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***

Prosecutor's Approval Page

Resolution No.

Resolution authorizing the renewal of the 5 A year Land Records LifeCycle Extension
with Fidlar Technologies

(Fairfield County Recorder)

Approved as to form on 9/26/2025 2:42:26 PM by Austin Lines,

Signature Page

Resolution No. 2025-10.07.cc

Resolution authorizing the renewal of the 5 A year Land Records LifeCycle Extension with Fidlar Technologies

(Fairfield County Recorder)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –23100101, General Fund

WHEREAS, appropriations are needed to cover expenses for 2025; and

WHEREAS, an account-to-account transfer will allow proper classification of major expenditure object categories.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Fairfield County Board of Commissioners approves the transfer of appropriations into a major expenditure object category in the amount of \$150,000.00 as follows:

From: 23100101 personal services
To: 23100101 contractual services

Prepared by: Mendi Rarey
cc: Sheriff

**Account-to-Account Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$150,000.00

From: 23100101, 511040, salary, deputies, detectives; \$150,000.00

To: 23100101, 530000, contract services; \$150,000.00

Signature Page

Resolution No. 2025-10.07.dd

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure
Object Category -23100101, General Fund

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted
upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2027, Weights

WHEREAS, additional appropriations are needed in the major expenditure object category for 2027, Weights; and

WHEREAS, appropriating from unappropriated will allow proper accounting in the major expenditure object category.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Fairfield County Board of Commissioners approves appropriating from unappropriated into the following major expenditure object category:

\$170.00; 23202700, Materials Supplies

Prepared by: Mendi Rarey
cc: Sheriff

**Appropriate from Unappropriated
For Auditor's Office Use Only:**

\$170.00

23202700; 561060; Fuel

Resolution No. 2025-10.07.ee

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2027, Weights

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution authorizing the approval of a partial repayment of an advance to the General Fund from MCU 7911 Violent Crimes Reduction Grant.

WHEREAS, the 7911 Violent Crimes Reduction Grant fund received a cash advance on Resolution 2025-03.04.k of \$65,000.00; and

WHEREAS, the monies have been collected and deposited to make a partial repayment to the General Fund in the amount of \$50,000.00.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. Request that the Fairfield County Auditor repay the following advance of \$50,000.00.

FROM: 7911 090001 Violent Crimes Reduction Grant Fund

TO: 1001 223000 General Fund Advances In

Prepared by: Christy Noland
cc: Christina Spencer, Commissioners

Signature Page

Resolution No. 2025-10.07.ff

A resolution authorizing the approval of a partial repayment of an advance to the General Fund from MCU 7911 Violent Crimes Reduction Grant.

(South Central Major Crimes Unit)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A Resolution Abandoning in Part, and Preserving in Part, Water and Sewer Service Rights in Area Outside of the City of Lancaster
[Utilities]**

WHEREAS, This Resolution abandons in part, and preserves in part, Fairfield County's water service rights under Revised Code (R.C.) Chapters 6103 (water) for parcels of property along US 33, Memorial Drive north of the City of Lancaster including four out lots, and

WHEREAS, R.C. Sections 6103.04-.05 and 6117.05-.06 state in almost identical, counterpart language that when a county forms a sewer district and approves general or detail plans for water or sewer improvements for an unincorporated area(s) within that district, the county maintains the right to complete the improvements for the area(s) and provide water and/or sewer services, respectively, that is/are the subject of the general or detail plans, notwithstanding the subsequent incorporation or annexation of the area(s), and

WHEREAS, the water and sewer service rights provided under R.C. Sections 6103.04-.05 and 6117.05-.06, respectively, continue without interruption until such time as the county either conveys the improvements to the applicable municipality, abandons the existing improvements, or abandons the right to complete the improvements, and

WHEREAS, the lawfulness and constitutionality of R.C. Sections 6103.04-.05 and 6117.05-.06 have been affirmed by the Ohio Supreme Court in the case of *Board of Commissioners of Ottawa County v. Village of Marblehead, Ohio*, 86 Ohio St. 3d 43 (1999).

NOW, THEREFORE, be it resolved by the Board of County Commissioners, County of Fairfield, State of Ohio in order to clarify Fairfield County's statutory service rights in the aforementioned properties as development proceeds forward, the Board of County Commissioners takes the following actions:

Section 1. Abandonment of Water and Sewer Service Rights. Fairfield County hereby abandons its statutory water sewer service rights along the south side of US 33, Columbus Lancaster Road (Memorial Drive) for four parcels (parcel 063-00010-00, 063-00011-00, 063-00012-00 and 053-13741-00).

**A Resolution Abandoning in Part, and Preserving in Part, Water and Sewer Service Rights in Area Outside of the City of Lancaster
[Utilities]**

Section 2. Preservation of Service Rights. Fairfield County hereby expressly preserves its statutory water and sewer service rights in the unincorporated area of the county.

Section 3. Notice of Fairfield County's Actions. In addition to the statutory public notice required for all Resolutions passed by the Board of County Commissioners, a copy of this Resolution shall be mailed via certified mail to the Mayor for the City of Lancaster.

Prepared by: Tony Vogel
cc: Utilities Department



Printed Date: 10/1/2025

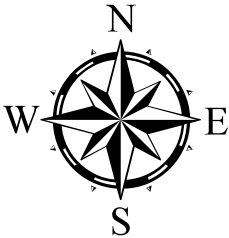
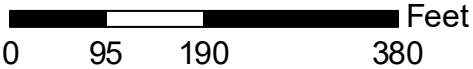


10/7/2025

Fairfield County Utility GIS

Walmart Outlots

1 inch = 188 feet



Prosecutor's Approval Page

Resolution No.

A Resolution Abandoning in Part, and Preserving in Part, Water and Sewer Service Rights in Area Outside of the City of Lancaster [Utilities]

(Fairfield County Utilities Department)

Approved as to form on 10/1/2025 2:24:11 PM by Amy Brown-Thompson,



Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

Signature Page

Resolution No. 2025-10.07.gg

A Resolution Abandoning in Part, and Preserving in Part, Water and Sewer Service Rights in Area Outside of the City of Lancaster

(Fairfield County Utilities Department)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution for approval and a signature needed by Fairfield County Commissioner Jeff Fix, on the CFLP Solid Waste District Recycling Services Contract fourth quarter 2025 budget revision request.
[Contractor: Lancaster-Fairfield Community Action Recycling]**

WHEREAS, the Board of County Commissioners and the Lancaster-Fairfield Community Action Agency have a contract for the 2025 recycling services through a grant with the CFLP Solid Waste District.

WHEREAS, the Fairfield County Commissioners are required to approve all recycling contract budget revisions and Commissioner Jeff Fix is required to sign the CFLP budget revision request form for submission to the CFLP Solid Waste District for approval.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Board of County Commissioners approve the proposed budget revision for the 2025 Recycling Services Contract.

Section 2. That Commissioner Jeff Fix signs the budget revision form for submittal to the CFLP Solid Waste District Coordinator for approval.

Prepared by: Jennifer R. Kolometz
cc: Recycling / Lancaster-Fairfield Community Action

PROGRAM/BUDGET REVISION REQUEST FORM

Contractor: Fairfield County Recycling Request Date: 10/1/2025

Signature of Authorized Official: _____

Commissioner

SECTION A: PROGRAM REVISION (provide a **detailed** explanation of why the move of funds is necessary and how it will impact program)

As we head into the 4th quarter of 2025, we have reviewed our expenses to date and our projections for the remainder of the year. Based on this review, we recommend the following line-item adjustments and reprogramming to ensure efficient use of grant funds. These adjustments align with our mission to maintain staff wages in line with the economy while continuing to operate a safe, efficient MRF and providing collection, processing, and education on recycling. 1. We project to be under budget on fringes by \$94,000.00, due to several employees not electing insurance coverage or not insuring a family. 2. Salaries are projected to be higher in the 4th quarter as we hire an additional full-time material handler (versus using temporary services). Additionally, salary increases implemented on July 1st put our total needed at \$37,000.00. 3. Additional equipment purchases are anticipated in the 4th quarter, with two potential host sites requiring new dumpsters. Both current roll-off trailers are also in poor condition, with regular maintenance estimated at \$30,500.00. 4. We currently have 23 host sites that receive a stipend in the 4th quarter of \$500 each; with that we need an additional \$500 in that line item to accomodate that. 5. An additional \$14,000.00 is needed to cover vehicle maintenance expenses through year-end. Vehicle repair costs were higher than normal in the 3rd quarter, particularly for compactor trucks. 6. We recommend moving \$12,000.00 into disposal to cover higher expenses incurred in the 2nd and 3rd quarters of this year. Total program adjustment at \$94,000.00.

SECTION B:	
BUDGET REVISION	
BUDGET LINE ITEM	CHANGES REQUESTED (+ OR -)
Fringes	(94,000)
Salaries	37,000
Equipment Purchase	30,500
Site Host Stipend	500
Vehicle Maintenance	14,000
Disposal	12,000
	0

DISTRICT OFFICE USE ONLY:

Approved By: _____
(District Director)

Date: _____

Resolution No. 2025-10.07.hh

A resolution to approve the CFLP Solid Waste District Recycling Services Contract
Fourth Quarter 2025 Budget Revision Request.

(Lancaster-Fairfield Community Action Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted
upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

WHEREAS, departments that need the Board of Commissioners' approval for payment of their invoices have submitted their invoices to the County Auditor; and

WHEREAS, the County Auditor has submitted the cash disbursement journal for payment of invoices for the check date October 7, 2025.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS, FAIRFIELD COUNTY, STATE OF OHIO:

Section 1. That the Fairfield County Board of County Commissioners approves the attached cash disbursement journal.

Prepared by: Auditor/Finance
cc: Finance Office

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department									
Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200 - COMMISSIONERS ADMIN									
FUND: 1001 - GENERAL FUND									
5437726	10/9/2025	77570	LANCASTER CITY AUDITOR	9/2025	9/20/2025	820	C1007	Muni Court payroll reimbursement 9/2025	61,179.00
5437726	10/9/2025	77570	LANCASTER CITY AUDITOR	9/1/2025	9/20/2025	819	C1007	Muni Court clerk payroll reimbursement 9/2025	29,543.37
TOTAL: COMMISSIONERS ADMIN									90,722.37
Summary Total for this report:									90,722.37

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT - SUMMARY

Department	Total Amount
1200 - COMMISSIONERS ADMIN	\$90,722.37
Summary Total For This Report:	\$90,722.37

Commissioner Steven A. Davis

Commissioner Jeffery M Fix

Commissioner David L Levacy

Date

Signature Page

Resolution No. 2025-10.07.ii

A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

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